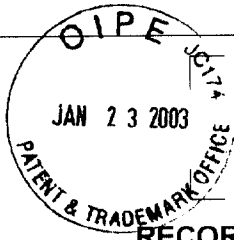


FORM PTO-1618A
Expires 06/30/09
OMB 0651-0027



01-28-2003



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

102349315

RECORDATION FORM
TRADEMARKS ONLY

1.23.03

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
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)
City State/Country Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other
- 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)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/27/2003 ECOOPER 00000190 1023962

01 FC:0521 40.00 OP
02 FC:0522 150.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C., 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C., 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002659 FRAME: 0054

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

(202) 861-3900

Name

Raymond Millien, Esq.

Address (line 1)

PIPER RUDNICK LLP

Address (line 2)

1200 Nineteenth Street, NW

Address (line 3)

Washington, DC 20036-2412

Address (line 4)

Pages

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

17

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)

1,023,982	1,934,413	1,946,257
1,972,143	1,977,116	2,018,678
2,634,146		

Number of Properties

Enter the total number of properties involved.

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

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

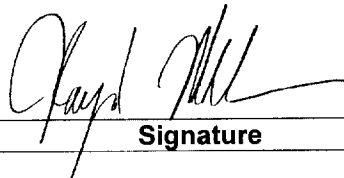
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Raymond Millien, Esq.

Name of Person Signing



Signature

01/23/2003

Date Signed

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") made as of the 10th day of January, 2003, by TCOM, L.P., a Delaware limited partnership, having a mailing address at 7115 Thomas Edison Drive, Columbia, Maryland 21046, and having an organizational number of 2207524 ("**Debtor**"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, having a mailing address at 7 St. Paul Street, Baltimore, Maryland 21202, Attention: Lucy C. Campbell, Vice President ("**Secured Party**").

This Agreement supplements the Security Agreement (Borrower) dated on or about the same date as this Agreement made by Debtor in favor of Secured Party (herein the "**Security Agreement**"). The Trademark Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants, agreements, representations, and warranties for the benefit and security of Secured Party:

ARTICLE I
DEFINED TERMS

SECTION 1.01. *Terms Defined in Security Agreement.* Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference.

SECTION 1.02. *Defined Terms.* Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

"**Goodwill**" As defined in Section 2.01.

"**License**" As defined in Section 2.02.

"**Permitted License**" Each of the following: (a) each non-exclusive license disclosed to Secured Party in the Security Agreement, and (b) any non-exclusive license granted by Debtor, as licensor, after the date of this Agreement that is expressly permitted by the terms of the Security Agreement or granted with Secured Party's prior written consent.

"**Proceeds**" As defined in Section 2.01.

"**Security Agreement**" As defined on the first page of this Agreement.

"**Trademark**" or "**Trademarks**" As defined in Section 2.01.

"**Trademark Collateral**" As defined in Section 2.01.

"**Trademark Office**" The United States Patent and Trademark Office, and any successor thereto.

"**UCC**" The Maryland Uniform Commercial Code, as it may be revised from time to time; provided that if, and to the extent that, the Uniform Commercial Code of a jurisdiction other than Maryland governs the perfection, the effect of perfection or non-perfection, or the priority of a security interest created under this Agreement, then "UCC" shall refer to the Uniform Commercial Code of such other jurisdiction to the extent applicable to the perfection, the effect of perfection or non-perfection, or the priority of such security interest.

ARTICLE II

COLLATERAL ASSIGNMENT; SECURITY INTEREST; LICENSE

SECTION 2.01. *Collateral Assignment; Security Interest.* To secure the full and timely payment, performance and satisfaction of the Obligations, Debtor hereby grants, assigns, conveys, and transfers to Secured Party, and Secured Party's successors and assigns, a collateral assignment of, and security interest in, all of Debtor's now owned and hereafter acquired property described below (referred to herein as "**Trademark Collateral**"):

(a) All of Debtor's trademarks (which shall include all service marks), domestic and foreign, (whether or not registered), trademark registrations, trademark applications, trade names (which shall include all fictitious, assumed and business names) certification marks (whether or not registered), other distinctive marks, and registered user rights, including the trademarks, trademark registrations, trademark applications, trade names, certification marks, other distinctive marks, and registered user rights listed on **Schedule 2.01** attached hereto and made a part hereof, and (i) all renewals and recordations of any of the foregoing, (ii) all income, royalties, license fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (i) - (iv) above, are referred to herein, either individually or collectively, as the "**Trademarks**"); and

(b) All of Debtor's goodwill of Debtor's business connected with or associated with and symbolized by the Trademarks (referred to herein as "**Goodwill**"); and

(c) All of Debtor's right, title and interest (but not Debtor's obligations) as a licensee of any trademarks of and from any other Person for use in the business that Debtor is engaged in on the date of this Agreement (including any license granted to Debtor under this Agreement) (referred to herein as "**Licensed Rights**"); and

(d) All of Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9) and all other amounts and royalties received or to be received in respect of any sale, exchange, lease, license or other disposition of any Trademarks, Goodwill, or Licensed Rights, and including insurance proceeds (referred to herein as "**Proceeds**"); and

(e) All of Debtor's Business Records relating to the Trademarks, Goodwill, Licensed Rights, or Proceeds, together with any containers or media in which the foregoing are

stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto (referred to herein as "**Trademark Records**").

SECTION 2.02. *License to Debtor.* Secured Party hereby grants to Debtor, for so long as no Event of Default shall have occurred and be continuing, an exclusive, revocable, nontransferable license under the Trademarks to use and display the Trademarks in connection with the Debtor's business for Debtor's own benefit and account (referred to herein as the "**License**"). The License is granted to Debtor without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, all of which are expressly disclaimed. Debtor shall indemnify and hold harmless Secured Party from and against any and all claims, penalties, damages, costs, fees and expenses (including attorney's fees and litigation expenses) arising out of or relating to the License, and Debtor's obligations to indemnify and hold harmless Secured Party shall survive the termination of this Agreement. Debtor shall not grant any license or sublicense in the Trademarks unless such license or sublicense is a Permitted License.

SECTION 2.03. *Termination of Security Interest.* At such time as Debtor shall completely satisfy all Obligations, this Agreement shall terminate (excepting any provisions which expressly survive the termination of this Agreement) and Secured Party shall, at Debtor's sole cost and expense, execute and deliver to Debtor all deeds, assignments and other instruments as may be reasonably necessary to re-vest in Debtor all remaining right, title and interest in and to the Trademarks, without any representation or warranty of any kind by, or any other obligation or duty of any kind on, Secured Party, and subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

SECTION 2.04. *Supplement to Security Agreement.* This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement and the other Credit Documents, all terms of which are incorporated herein by reference.

ARTICLE III **REPRESENTATIONS AND WARRANTIES**

Debtor makes the following representations and warranties to Secured Party:

SECTION 3.01. *Ownership.* Except for the rights granted under the documents evidencing or securing the Permitted Liens and as otherwise provided in the Security Agreement, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in the Trademarks, free from any Lien. Except for collateral assignments to secure loans to Debtor, Debtor has made no previous assignment, transfer or agreement in conflict with this Agreement or constituting a present or future assignment, transfer, or encumbrance on any of the Trademarks. Secured Party's security interest in the Trademark Collateral is a first priority security interest subject to no Liens other than Permitted Liens. Debtor represents and warrants that Debtor is not a party to, or otherwise bound by, any assignment, license, or other agreement relating to the Trademarks, other than any assignment, license, or other agreement specifically disclosed to Secured Party in the Security Agreement.

SECTION 3.02. Trademarks. Debtor represents and warrants that the trademarks and trademark applications listed on Schedule 2.01 constitute all of the unexpired trademarks and trademark applications that are as of the date hereof owned by Debtor or are pending on behalf of Debtor in the United States or in any other country or jurisdiction (as set forth on Schedule 2.01).

SECTION 3.03. Infringement; Unauthorized Use. No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Trademarks or the benefits of this Agreement granted to Secured Party, including the remedies of Secured Party under this Agreement. To the best of Debtor's knowledge, the Trademarks do not and will not infringe on any third party intellectual property or other proprietary rights.

SECTION 3.04. Invalidity; Unenforceability. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party.

SECTION 3.05. Quality Control. Debtor has used consistent standards of quality in Debtor's manufacture of products sold, or in the provision of services, under the Trademarks. Debtor has continuously used and not abandoned each of the Trademarks, has not licensed any of the Trademarks without adequate quality control of the licensee's goods or services, has reasonably enforced Debtor's rights to the Trademarks against third parties, has not agreed to concurrent use rights, and has registered or recorded such Trademarks where required by law.

ARTICLE IV **AFFIRMATIVE COVENANTS**

Debtor covenants and agrees to the following:

SECTION 4.01. New Trademarks. (a) Before Debtor shall become the owner or holder of, or otherwise acquire rights to, any Trademark registration or pending application with any Governmental Authority, Debtor shall give Secured Party prompt written notice thereof and shall Authenticate and deliver to Secured Party such Lien Notices as Secured Party may request to register and perfect Secured Party's security interest in such trademarks as soon as Debtor has rights thereto, including security agreements, collateral assignments, mortgages, and financing statements.

(b) Without limiting the effect of any other provision of this Agreement, if, after the date hereof and before the Obligations shall have been satisfied in full, Debtor shall (i) obtain rights in any trademarks, trademark registrations, trademark application, trade names, certification marks, other distinctive marks, or registered user rights, or apply for any new registration in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or shall obtain any trademark trade name, certification mark, or other distinctive mark registration, or apply for any registration (which is material to the business of Debtor as then conducted) in any other country or jurisdiction or (ii) become the owner of any trademark, trade name, certification mark, or other distinctive mark registrations or applications for trademark, trade name, certification mark, or other distinctive mark registration used in the United States or any state, territory, or possession thereof or, if material to

Debtor's business as then conducted, in any other country, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

(c) Without limiting the effect of any other provision of this Agreement, whenever the information contained on **Schedule 2.01** shall become inaccurate in any material respect, Debtor shall promptly forward to Secured Party a proposed replacement **Schedule 2.01** together with a certificate of an officer of Debtor certifying that such proposed **Schedule 2.01** accurately and completely sets forth all of Debtor's Trademarks that as of the date thereof are owned by or pending on behalf of Debtor in the United States or in any other country or jurisdiction. Debtor further hereby authorizes Secured Party to modify this Agreement by amending or restating **Schedule 2.01** so as to include any updated information concerning any Trademarks, and hereby irrevocably authorizes Secured Party to Authenticate and deliver, and file or record, any such modification in Debtor's name.

SECTION 4.02. *Maintenance and Protection of Trademarks.* Until the Obligations shall have been paid and performed in full and the Security Agreement and the other Credit Documents shall have been terminated, Debtor shall (i) prosecute diligently any Trademark pending as of the date hereof or thereafter, (ii) make application on any trademarks, trade names, certification marks, or other distinctive marks as appropriate in accordance with Debtor's ordinary practices and make reasonable efforts to register trademarks trade names, certification marks, and other distinctive marks, and (iii) preserve, maintain, and protect all rights in the Trademarks, including all rights to registrations, that are material to the business of Debtor as then conducted. Any expenses incurred in connection with the applications referred to in this Section shall be paid by Debtor. Debtor agrees to retain or employ an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings. Debtor shall keep Secured Party advised in writing on a current basis of the filing of any trademark, trade name, certification mark, or other distinctive mark application, the grant of any trademark, trade name, certification mark, or other distinctive mark, the abandonment of any trademark, trade name, certification mark, or other distinctive mark or applications thereof, and the grant of any non-exclusive trademark, trade name, certification mark, or other distinctive mark license, to the extent such trademark, trade name, certification mark, or other distinctive mark, or registrations or applications thereof are or become part of the Trademarks. Debtor shall defend against any abandonment, misuse, infringement or dilution of any Trademarks, and for that purpose, Secured Party hereby grants Debtor the right to sue and bring other proceedings in Debtor's name and that of Secured Party to enforce the rights in the Trademarks, at Debtor's expense, provided that Secured Party shall have the right to appear and participate in its own behalf. If Debtor fails to comply with any of the foregoing duties, Secured Party may, but shall not be required to, so comply in Debtor's name to the extent permitted by law, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all expenses, including the fees and disbursements of experts, attorneys (including experienced trademark counsel) and paralegals (including charges for inside counsel) at any time incurred by Secured Party in protecting, defending and maintaining the Trademarks. If Debtor shall fail to pay when due any fees required to be paid by Debtor hereunder, or shall fail to discharge any Lien prohibited hereby, or shall fail to comply with any other duty hereunder, Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Debtor, and all moneys so paid out shall be Obligations of Debtor repayable on demand, together with interest at the Default Rate. Debtor shall take all action necessary to preserve and maintain the validity, perfection and first priority of Secured Party's interest granted herein in the Trademarks, subject only to Permitted Liens.

SECTION 4.03. Applications, Approvals and Consents. Debtor agrees that in the event Secured Party shall exercise Secured Party's rights to sell, transfer, license or otherwise dispose of or take any other action in connection with any of the Trademark Collateral pursuant to this Agreement or any other Credit Document, Debtor shall execute and deliver all applications, certificates, and other documents Secured Party may request, and, if requested by Secured Party, Debtor shall otherwise promptly, fully, and diligently cooperate with Secured Party and any other necessary Persons, in making any application for the prior consent or approval of any Governmental Authority or any other Person in connection with the exercise by Secured Party of any of such rights relating to all or any part of the Trademark Collateral. Debtor agrees that Secured Party's remedy at law for failure of Debtor to comply with the provisions of this Section would not be adequately compensable in damages, and Debtor agrees that the covenants of this Section may be specifically enforced.

SECTION 4.04. Quality Control; Inspection. (a) Debtor shall, for the duration of this Agreement, (i) continue to use consistent standards of quality in Debtor's manufacture of products sold under the Trademarks, and (ii) do any and all things required by Secured Party to cause and maintain the use of consistent standards of quality in the manufacture of products, and the provision of services, sold under the Trademarks.

(b) Debtor grants to Secured Party and Secured Party's employees and agents the right to visit all plants and facilities which manufacture, inspect or store products, and any such places where services are provided, which are sold under any of the Trademarks, and to inspect and review the products, services and quality control records relating thereto at reasonable times during regular business hours.

(c) If any plants or facilities which manufacture, inspect or store products, or any places where services are provided, which are sold under any of the Trademarks, are not owned or operated by Debtor, Debtor shall cause the owners and operators of such plants, facilities, and places to grant to Secured Party and Secured Party's employees and agents the right to visit such plants, facilities and places and to inspect and review the products, services and quality control records relating thereto at reasonable times during regular business hours.

SECTION 4.05. Special Power of Attorney. On the date hereof, and to supplement Debtor's rights under this Agreement and the other Credit Documents, Debtor shall execute and deliver to Secured Party the Special Power of Attorney in the form attached to this Agreement as **Exhibit A.**

SECTION 4.06. Restrictions on Future Agreements. Until the Obligations shall have been satisfied in full and the Security Agreement and the other Credit Documents shall have been terminated, Debtor shall not without Secured Party's prior written consent, which consent may be withheld in Secured Party's sole discretion, (a) as licensor, grant or extend any license other than a Permitted License or (b) enter into any other contractual obligations that would restrict or inhibit in any material respect Secured Party's rights to sell or otherwise dispose of the Trademark Collateral or any part thereof after the occurrence of an Event of Default.

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ARTICLE V
REMEDIES

SECTION 5.01. *Remedies.* Secured Party shall have all of the rights and remedies available under the Security Agreement, the UCC, at law, and in equity. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Secured Party's interest in the Trademark Collateral until the Obligations are fully paid.

SECTION 5.02 *Additional Rights Regarding Trademark Collateral.* Upon the occurrence of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in Secured Party's own name to enforce the Secured Party's rights in the Trademarks and any licenses thereunder, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents as may be reasonably required by Secured Party in aid of such enforcement, and Debtor shall indemnify and shall, upon demand, promptly reimburse Secured Party for all damages, costs and expenses incurred by Secured Party in the exercise of Secured Party's rights under this Section, including the reasonable fees and disbursements of (i) experts and (ii) attorneys (including experienced trademark counsel) and paralegals (including charges for inside counsel) incurred by Secured Party in connection therewith.

SECTION 5.03. *Separate Assignment; Attorney-in-Fact.* (a) Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement or any other Credit Documents, or under common or statutory law, Secured Party may require Debtor forthwith to (i) execute and deliver an assignment, substantially in the form of **Exhibit B** hereto, of all right, title and interest in and to the Trademarks and (ii) take such other action as Secured Party may request to evidence the outright assignment of such Trademarks or to exercise, register or further perfect and protect Secured Party's rights and remedies with respect to such assigned Trademarks, in which event Debtor immediately shall execute and deliver such assignment and take such other action as Secured Party so requests.

(b) Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in Secured Party's sole discretion, as Debtor's true and lawful attorney-in-fact, with power of substitution, from and after the occurrence of an Event of Default to (i) sign and endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks, including, if Debtor fails to execute and deliver to Secured Party a separate assignment apart from this Agreement substantially in the form of **Exhibit B** hereto within two (2) days after Secured Party's written request to Debtor therefor, a separate assignment apart from this Agreement substantially in the form of **Exhibit B** hereto, (ii) take any other actions with respect to the Trademarks as Secured Party deems in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Obligations shall have been paid in full and the Security Agreement and the other Credit Documents have been terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.01. *Remedies Cumulative.* Upon the occurrence of any Event of Default, and in addition to such other rights and remedies as Secured Party may have under other provisions of this Agreement or any other Credit Document, Secured Party may exercise any one or more of its rights and remedies under common or statutory law. No failure or delay on the part of Secured Party in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between Debtor or any other Obligor or other Person and Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies which Secured Party would otherwise have and may be exercised simultaneously. No notice to or demand on Debtor in any case shall entitle Debtor or any other Obligor or any other Person to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Secured Party to any other or further action in any circumstances without notice or demand. Secured Party has no obligation to preserve rights to the Trademarks against any other Persons.

SECTION 6.02. *Notices.* Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

SECTION 6.03. *Term.* The term of this Agreement shall commence with the date of this Agreement and shall continue in full force and effect and be binding upon Debtor until all Obligations of Debtor to Secured Party shall have been fully paid and satisfied. Notwithstanding anything to the contrary in this Agreement or any other Credit Documents, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, Debtor or any substantial part of Debtor's assets, or otherwise, all as though such payments had not been made.

SECTION 6.04. *Amendments; Waivers.* Neither this Agreement nor any other Credit Document nor any of the terms hereof or thereof may be amended, modified, changed, waived, discharged or terminated, nor shall any consent be given, unless such amendment, modification, change, waiver, discharge, termination or consent is in writing signed by Secured Party.

SECTION 6.05. *Successors and Assigns.* This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's respective successors, transferees and assigns. This Agreement may not be assigned by Debtor without prior written consent of Secured Party.

SECTION 6.06. *Further Assurances.* Debtor shall execute and deliver to Secured Party such further assurances and take such other further actions as Secured Party may from time to time

request to further the intent and purpose of this Agreement and to maintain and protect the rights and remedies intended to be created in favor of Secured Party under this Agreement.

SECTION 6.07. Filing and Recording. Either party may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of Secured Party under, this Agreement, including any filing, recording or registration with the Trademark Office or any public office for recording UCC financing statements. Debtor shall pay all of Secured Party's fees, costs, taxes, and expenses (including attorney's fees) of filing, recording or registering this Agreement.

SECTION 6.08. Miscellaneous. Any provision of this Agreement or of any related instrument or document executed pursuant hereto which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Debtor hereby waives any provision of law which renders any provision hereof or thereof prohibited or unenforceable in any respect. This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. A carbon, photographic, photocopy or other reproduction of this Agreement or any financing statement signed by Debtor shall be sufficient as, and may be recorded among any public records as, a financing statement under the UCC. All representations, warranties and covenants of Debtor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full and final payment and performance by Debtor of the Obligations. This Agreement is a Credit Document within the definition of "Credit Documents" in the Security Agreement.

SECTION 6.09. Governing Law. This Agreement and all other related instruments and documents and the rights and obligations of the parties hereunder and thereunder shall, in all respects, be governed by, and construed in accordance with, the laws of the State of Maryland (excluding Maryland conflicts of law).

SECTION 6.10. Waiver of Jury Trial. Debtor and Secured Party mutually waive all right to trial by jury of all claims of any kind arising under this Agreement or the other Credit Documents. Debtor and Secured Party acknowledge that this is a waiver of a legal right and that Debtor and Secured Party each make this waiver voluntarily and knowingly after consultation with counsel of its choice. Debtor and Secured Party agree that all such claims shall be tried before a judge of a court having jurisdiction, without a jury. Debtor acknowledges that this waiver is a material element of the consideration for the financing extended to Debtor by Secured Party.

[SIGNATURE PAGE FOLLOWS]

**SCHEDULE 2.01 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

Part 1: U.S. Trademarks of Debtor:

<i>Registration No.</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>
1,023,982	10/28/75	TCOM, L.P.	1st TCOM trademark – rectangle
2,018,678	11/26/96	TCOM, L.P.	2 nd TCOM trademark – diamond
1,946,257	01/09/96	TCOM, L.P.	71M
1,934,413	11/07/95	TCOM, L.P.	32 M (subject to request for reinstatement)
1,972,143	05/07/96	TCOM, L.P.	LASS
1,977,116	05/28/96	TCOM, L.P.	MATSS
2,634,146	10/15/02	TCOM, L.P.	15M

Part 2: Pending U.S. Trademark Applications of Debtor:

<i>Registration No.</i>	<i>Filing Date</i>	<i>Applicant</i>	<i>Mark</i>

**EXHIBIT A TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF Maryland, COUNTY OF Baltimore,

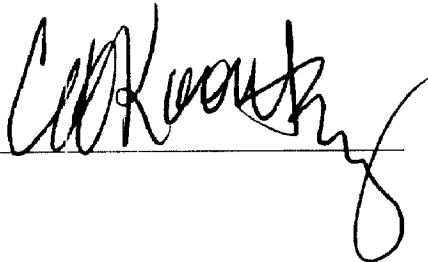
KNOW ALL MEN BY THESE PRESENTS, that TCOM, L.P., a Delaware limited partnership, with its principal office at 7115 Thomas Edison Drive, Columbia, Maryland 21046 (referred to herein as the "**Debtor**"), pursuant to a Trademark Collateral Assignment and Security Agreement dated the date hereof (referred to herein as the "**Agreement**"), between the Debtor and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, with an office at 7 St. Paul Street, Baltimore, Maryland 21202 (referred to herein as "**Secured Party**"), hereby appoints and constitutes Secured Party as Debtor's true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the trademarks and trademark applications listed on **Schedule 2.01** attached hereto, and including those trademarks and trademark applications which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications related thereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose.

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Secured Party may in its sole discretion determine.


This power of attorney is made to supplement the Agreement and may not be revoked until the payment in full of all Obligations as defined in the Agreement. This power of attorney is not in limitation of any power of attorney or other rights granted to Secured Party, or obligations imposed upon Debtor, in or by the Agreement.

WITNESS:



(Acknowledgment following page)

TCOM, L.P., a Delaware limited partnership
By: TCOM-GP, L.L.C., a Delaware limited liability company, its general partner

By:  (SEAL)
Name: David E. Barlow
Title: Manager

STATE OF MARYLAND, COUNTY OF Baltimore,

On this 19th day of December, 2002 before me personally came David E. Barlow, to me known, who, being by me duly sworn, did depose and say that he is the Manager of TCOM-GP, L.L.C., a Delaware limited liability company, the general partner of TCOM, L.P., a Delaware limited partnership, the Debtor described in the foregoing Special Power of Attorney, and that in his capacity as Manager, and being authorized to do so, he executed the foregoing Special Power of Attorney on behalf of TCOM-GP, L.L.C., as general partner of TCOM, L.P., for the purposes set forth therein.

AS WITNESS my hand and notarial seal.

Judith S. Cooper
Notary Public

My commission expires July 1, 2006

(Schedule 2.01 on following page)

SCHEDULE 2.01 TO SPECIAL POWER OF ATTORNEY

Part 1: U.S. Trademarks of Debtor:

Registration No.	Registration Date	Registered Owner	Mark
1,023,982	10/28/75	TCOM, L.P.	1st TCOM trademark – rectangle
2,018,678	11/26/96	TCOM, L.P.	2 nd TCOM trademark – diamond
1,946,257	01/09/96	TCOM, L.P.	71M
1,934,413	11/07/95	TCOM, L.P.	32 M (subject to request for reinstatement)
1,972,143	05/07/96	TCOM, L.P.	LASS
1,977,116	05/28/96	TCOM, L.P.	MATSS
2,634,146	10/15/02	TCOM, L.P.	15M

Part 2: Pending U.S. Trademark Applications of Debtor:

Registration No.	Filing Date	Applicant	Mark

**EXHIBIT B TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("**Assignment**") is made as of _____, 200__ by and between _____ ("**Debtor**"), in favor of _____ ("**Assignee**").

WHEREAS, Debtor and Assignee are parties to that certain Patent Collateral Assignment and Security Agreement dated as of December _____, 2002 (the "**Agreement**") made by Debtor in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, providing that under certain conditions specified therein Debtor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled;

NOW, THEREFORE, Debtor hereby agrees as follows:

1. Assignment of Trademarks. Assignor hereby grants, assigns and conveys to Assignee (a) Assignor's entire right, title and interest in and to (i) the trademarks, service marks, trade names, certification marks, and other distinctive marks, and any applications thereof, listed on **Schedule 2.01** attached hereto and made part hereof, and (A) all renewals thereof, (B) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "**Trademarks**"), and (b) all of Assignor's goodwill of Assignor's business connected with or associated with and symbolized by the Trademarks (referred to herein as "**Goodwill**").

2. Representations and Warranties. Assignor represents and warrants that Assignor has the full right and power to make the assignment of the Trademarks and Goodwill made hereby and that Assignor has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Trademarks or Goodwill except as set forth in the Agreement including the Schedules thereto.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon Debtor and its successors and shall inure to the benefit of Assignee and its successors and assigns. This Assignment and all other related instruments and documents and the rights and obligations of the parties hereunder and thereunder shall, in all respects, be governed by, and construed in accordance with, the laws of the State of Maryland (excluding Maryland conflict of laws rules), including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Debtor has caused this Assignment to be executed and delivered as of the date first above written.

Alternative A (if executed under power of attorney)

WITNESS:

TCOM, L.P., a Delaware limited partnership
By: TCOM-GP, L.L.C., a Delaware limited liability company, its general partner

By: _____ (SEAL)

Name: _____

Title: _____

Alternative B (if executed under power of attorney)

WITNESS:

TCOM, L.P., a Delaware limited partnership

By: _____ (SEAL)

Name: _____

Title: its attorney-in-fact under

dated _____, 200__

SCHEDULE 2.01 TO ASSIGNMENT OF TRADEMARKS

<i>Registration No.</i>	<i>Registration Date</i>	<i>Registered Owner</i>	<i>Mark</i>

Part 2: Pending U.S. Trademark Applications of Debtor:

<i>Registration No.</i>	<i>Filing Date</i>	<i>Applicant</i>	<i>Mark</i>