

07-29-1999



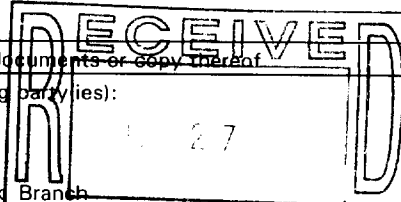
Form PTO-1594  
1-31-92

7.27.99

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ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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

1. Name of conveying party(ies):  
Perigee Communications Inc.

Individuals  Association  
 General Partnership -  Limited Partnership  
 Corporation-State: Nebraska  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Deutsche Bank AG  
 Internal Address: New York Branch  
 Street Address: 31 West 52<sup>nd</sup> Street  
 City: New York State: New York ZIP: 10019

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other Collateral Agent

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 Interest  Change of Name  
 Other \_\_\_\_\_

Execution Date: April 9, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

Trademark Registration No.(s)\

2,104,118  
2,104,050

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant  
 Internal Address: White & Case LLP  
1117 79-0593

Street Address: 1155 Avenue of the Americas  
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 2

7. Total fee (37 CFR 3.41): ..... \$ 65.00

Enclosed  
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:  
(23-1705 in case of deficiency)  
 (Attach duplicate copy of this page if paying by deposit account)

07/29/1999 DNGUYEN 00000000 2104118

DO NOT USE THIS SPACE

01 FC:481	40.00 OP
02 FC:482	25.00 OP

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.*

Brian T. Jaenicke [Signature] 7/27/99  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Perigee Communications Inc., a Nebraska corporation (“the Grantor”) with principal offices at 10810 Farnam Drive, Omaha, NE 68154, hereby grants to Deutsche Bank AG, New York Branch, as Collateral Agent, with principal offices 31 West 52<sup>nd</sup> Street, New York, New York 10019 (the “Grantee”), a security interest in (i) all of the Grantor'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, 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 AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 9, 1999 (as amended from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

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

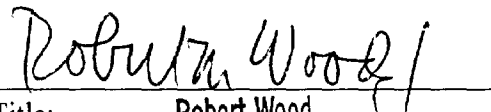
set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9th day of April, 1999.

PERIGEE COMMUNICATIONS INC.,  
as Grantor

By   
Title: VP + Treasurer

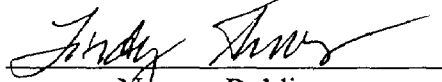
DEUTSCHE BANK AG, NEW YORK BRANCH,  
as Collateral Agent and Grantee

By   
Title: Robert Wood  
Director

By   
Title: IRA LUBINSKY  
VICE PRESIDENT

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

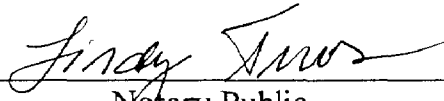
On this 9 day of April, 1999, before me personally came Richard Oshlo who, being by me duly sworn, did state as follows: that he is Treasurer of Perigee Communications Inc., that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

LINDY AMOS  
Notary Public, State of New York  
No. 01AM6002452  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Feb. 9, 2000

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

On this 9 day of April, 1999 before me personally came  
Robert Wood who, being by me duly sworn, did state as follows: that he is  
Director of Deutsche Bank AG, New York Branch, that he is authorized to execute  
the foregoing Agreement on behalf of said corporation and that he did so by authority of the  
Board of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

LINDSEY SNOW  
Notary Public, State of New York  
No. 01AM6002452  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Feb. 9, 2000

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

On this 12 day of April, 1999, before me personally came  
IRA LUBINSKY who, being by me duly sworn, did state as follows: that he is  
VICE PRESIDENT of Deutsche Bank AG, New York Branch, that he is authorized to execute  
the foregoing Agreement on behalf of said corporation and that he did so by authority of the  
Board of Directors of said corporation.

Marc A. Mendonze  
Notary Public

MARC A. MENDONZE  
Notary Public, State of New York  
No. 01ME6907174  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires May 13, 2000

**MARK**

**REG. NO.**

**REG. DATE**

P & Design

2,104,118

October 7, 1997

PERIGEE

2,104,050

October 7, 1997