

10-10-2000

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8/24/00

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

1. Name of conveying party(ies):
HQ Network Systems, Inc.

Individual Association
 General Partnership - Limited Partnership
 Corporation - State: Delaware
 Other -

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

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

Name: BNP Paribas

Internal Address: _____

Street Address: 787 Seventh Avenue

City: New York State: New York Zip Code: 10019

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other -

Execution Date: May 31, 2000

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 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 16

7. Total fee (37 CFR 3.41): \$ 415.00
 Enclosed
 Authorized to be charged to deposit account

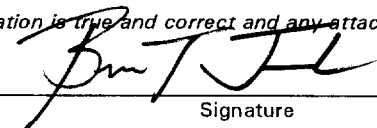
8. Deposit account number:
23-1705
 (Attach duplicate copy of this page if paying by deposit account)

10/06/2000 00000127 231705 2033523

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 375.00 CH

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  8/24/00
 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.

SCHEDULE A

Trademark	Registration No.	Registration Date
HQ	2,033,523	01/28/97
HQ	1,586,038	03/06/90
HQ & design	1,985,903	07/09/96
HQ & design	1,322,487	02/26/85
HQ 800	1,294,886	09/11/84
HQ Business Centers	1,614,156	09/18/90
HQ Global Workplaces (pending)	Ser. No. 75/684,516	Filed 04/16/99
HQ Global Workplaces (pending)	Ser. No. 75/903,586	Filed 01/ 26/00
HQ Global Workplaces (pending)	Ser. No. 75/903,587	Filed 01/ 26/00
HQ Global Workplaces (pending)	Ser. No. 75/903,596	Filed 01/ 26/00
HQ Global Workplaces (pending)	Ser. No. 75/903,598	Filed 01/ 26/00
HQ Services & Offices	1,653,848	08/13/91 Canceled 02/17/98
HQ Travel	2,338,640	04/04/00
HQ Travel Management (pending)	75/725,606	06/09/99
HQ Travel Services & design	1,442,455	06/09/87
HQNET.COM	2,145,612	04/24/98

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

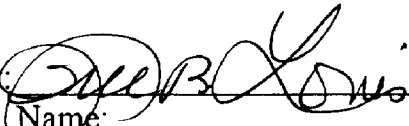
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HQ Network Systems, Inc. (the "Grantor") with principal offices at 15950 North Dallas Parkway, Suite 400, Dallas, TX, 75248, hereby assigns and grants to BNP Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, 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, (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 GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto further and the Grantee, dated as of January 16, 1997, amended and restated as of November 6, 1998, amended and restated as of August 3, 1999, and further amended and restated as of May 31, 2000 (as so amended and restated and as same has been further amended, modified or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant 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 as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st day of May, 2000.

HQ NETWORK SYSTEMS, INC., Grantor

By:  _____
Name:
Title:

BNP PARIBAS, as Collateral Agent and
Grantee

By: _____
Name:
Title:

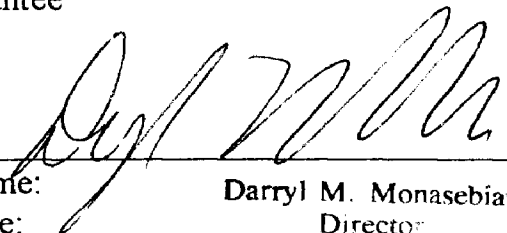
31st day of May, 2000.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

HQ NETWORK SYSTEMS, INC., Grantor

By: _____
Name:
Title:

BNP PARIBAS, as Collateral Agent and
Grantee

By:  _____
Name: Darryl M. Monasebian
Title: Director
Merchant Banking Group

STATE OF New York)
COUNTY OF New York) SS.:

On this 31st day of May, 2000, before me personally came J.M.B.
Louis who, being by me duly sworn, did state as follows: that [s]he is
vice President of _____ that [s]he is authorized to execute the foregoing
Assignment on behalf of said Company and that [s]he did so by authority of the Board of
Directors of said Company.

Marcha Tracey
Notary Public

MARCHA TRACEY
Notary Public, State of New York
No. 01TR60049
Qualified in _____ County
Commission Expires 12/2/2001

STATE OF New York)
COUNTY OF New York) ss.:

On this 3rd day of May, 2000, before me personally came _____
Darryl M. Maraschin who, being by me duly sworn, did state as follows: that [s]he is
Director of BNP Paribas, that [s]he is authorized to execute the foregoing
Assignment on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

Joseph D. Catarina
Notary Public

JOSEPH CATARINA
NOTARY PUBLIC, State of New York
No. 31-4896080
Qualified in New York County
Commission Expires June 1, ~~19~~2001