

10-11-2000



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U.S. Patent & TMO/TM Mail Rcpt Dt. #40

U.S. Department of Commerce
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TRADEMARK

**RECORDATION FORM COVER SHEET
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9-25-00

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
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Conveyance Type

Assignment License

Security Agreement Non-Exclusive Assignment

Merger Change of Name

Other

TRADEMARK FEE PROCESSED
RECEIVED
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ASSIGNMENT &
PATENT OFFICE

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)

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

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10/11/2000 MTHA11 00000024 75526341

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

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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: 002152 FRAME: 0828

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)

<input type="text" value="75/526,341"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/545,818"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

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 a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Cheri Costa
Name of Person Signing


Signature

9/19/00
Date Signed

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2000 (this "**Agreement**"), is between **WICKS BROADCAST SOLUTIONS, LLC**, a Delaware limited liability company ("**Borrower**"), and **FINOVA CAPITAL CORPORATION**, a Delaware corporation, in its individual capacity and as agent for all lenders ("**Secured Party**").

RECITALS:

A. Borrower, Secured Party and the other lenders party thereto entered into a Loan Agreement dated as of February 4, 2000 (the "**Original Loan Agreement**"), as amended by that certain First Amendment to Loan Instruments dated as of August 8, 2000 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Loan Instruments of even date herewith (the "**Second Amendment**") (the Original Loan Agreement, as amended by the First Amendment and the Second Amendment, and as the same may be further amended, modified, restated or supplemented from time to time, hereinafter is referred to as the "**Loan Agreement**"), pursuant to which Lenders made loans and other financial accommodations to Borrower, on the terms and subject to the conditions of the Loan Agreement.

B. As one of the conditions precedent to the effectiveness of the Loan Agreement, Lenders have required the execution and delivery by Borrower of this Agreement.

NOW, THEREFORE, in order to induce Lenders to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** All capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of Borrower's Obligations, Borrower does hereby mortgage, pledge and collaterally assign to Secured Party, and grant to Secured Party a continuing security interest in all of the following property (collectively, the "**Trademarks**"), whether now or hereafter owned, acquired or existing:

(i) all trademarks of Borrower and all prints and labels on which the Trademarks have appeared or appear, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including but not limited to, those trademarks, registrations, recordings and applications referred to in Item A of **Attachment 1** hereto;

(ii) each Trademark license, including but not limited to, those Trademark licenses referred to in Item B of **Attachment 1** hereto;

(iii) all reissues, extensions or renewals of any of the items described in clauses (i) and (ii);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by Borrower against third parties for past, present or future infringement or dilution of the Trademarks or any Trademark registration or Trademark license, including, but not limited to, the Trademarks or any Trademark registration or Trademark license referred to in **Attachment 1** hereto, or for any injury to the goodwill associated with the use of the Trademarks or for breach or enforcement of any Trademark license.

3. **Security Agreement.** This Agreement has been executed and delivered by Borrower for the purpose of registering the security interest of Secured Party in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and the other Loan Instruments. The Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Release of Security Interest.** Upon payment in full of all of Borrower's Payment Obligations then owing and the termination of the Commitments, Secured Party shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademarks which has been granted hereunder.

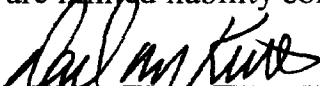
5. **Acknowledgment.** Borrower does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

6. **Loan Instrument.** This Agreement is a Loan Instrument executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

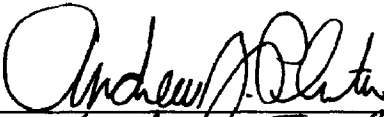
7. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WICKS BROADCAST SOLUTIONS, LLC
a Delaware limited liability company

By: 
Name: DANIEL M. KORTICK
Title: Vice President

FINOVA CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Andrew J. Plata
Title: Vice President

ITEM A: Trademarks

<u>Mark</u>	<u>Registered Owner</u>	<u>Serial Number</u>	<u>Country of Filing</u>	<u>Filing Date</u>
CONTROL TOWER	Custom Computing Solutions, Inc.	75/526,341	United States	7/27/98
CONTROL TOWER plus design	Custom Computing Solutions, Inc.	75/545,818	United States	9/1/98