

02-02-2001



101604457

1.24.01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- 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  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

02/02/2001 6TON11 00000170 2258936  
01 FC:401 40.00 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: 002228 FRAME: 0248

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

[RECEIVED]

Address (line 1)

[RECEIVED]

Address (line 2)

JAN 29 2001

Address (line 3)

[RECEIVED]

Address (line 4)

[RECEIVED]

**Correspondent Name and Address**

Area Code and Telephone Number

(734) 761-3780

Name

Angela Alvarez Sujek

Address (line 1)

Bodman, Longley & Dahling LLP

Address (line 2)

110 Miller, Suite 300

Address (line 3)

Ann Arbor, Michigan 48104

Address (line 4)

[RECEIVED]

**Pages**

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

#

7

**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)

[Empty boxes for Trademark Application Number(s)]

2258936 [Empty boxes for Registration Number(s)]

**Number of Properties**

Enter the total number of properties involved.

#

1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

02-2880

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.

Angela Alvarez Sujek  
Name of Person Signing

Angela Alvarez Sujek  
Signature

1/10/01

Date Signed

AGREEMENT  
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 31, 2000, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank in its capacity as Agent for the Banks referred to below ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Xpedior Incorporated Revolving Credit Agreement dated as of October 31, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers (as defined therein), each of the financial institutions party thereto (collectively, the "Banks"), and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of any Borrower, and/or the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of October 31, 2000, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks,

logos, other indicia of trade origin, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, 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 those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral 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 the Secured Party and the Banks under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms. Furthermore, Secured Party, on behalf of the Banks, and each Debtor agree that this Agreement establishes only a lien and security interest in the Trademark Collateral and is not intended as an outright assignment, nor should it be construed as such.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, deliver to the applicable Debtor any Collateral held by Secured Party hereunder and execute and deliver to such Debtor all instruments and other documents, and take such other action, as may be necessary or proper to evidence the release of the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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

SECTION 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.

DEBTORS:

**XPEDIOR INCORPORATED**

By: 

**Thomas Werner**

Its: \_\_\_\_\_

**Chief Financial Officer**

**XPEDIOR AMERICA INCORPORATED**

By: 


**J. Brian Farrar**

Its: \_\_\_\_\_

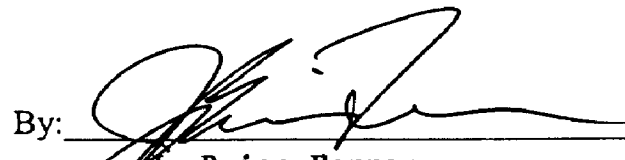
**Executive Vice President and  
Chief Operating Officer**

First Signature Page to Trademark Agreement

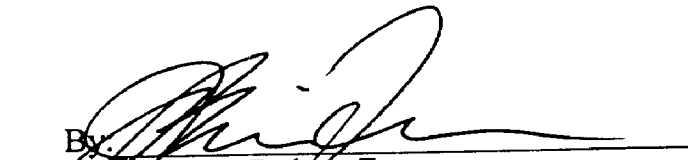
**XPEDIOR K INCORPORATED**

By:   
J. Brian Farrar  
Its: Executive Vice President and  
Chief Operating Officer

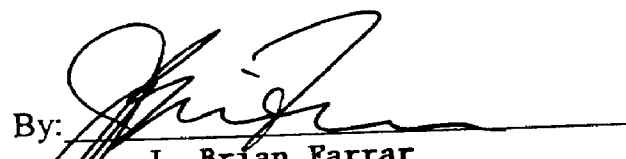
**XPEDIOR M INCORPORATED**

By:   
J. Brian Farrar  
Its: Executive Vice President and  
Chief Operating Officer

**XPEDIOR V INCORPORATED**

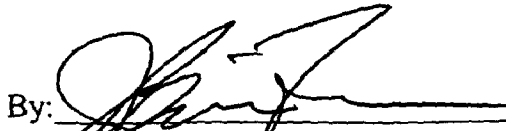
By:   
J. Brian Farrar  
Its: Executive Vice President and  
Chief Operating Officer

**XPEDIOR W INCORPORATED**

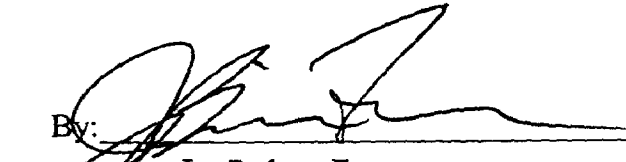
By:   
J. Brian Farrar  
Its: Executive Vice President and  
Chief Operating Officer

Second Signature Page to Trademark Agreement

**XPEDIOR S INCORPORATED**

By:   
\_\_\_\_\_  
J. Brian Farrar  
Its: Executive Vice President and  
Chief Operating Officer

**NDC GROUP, INC.**

By:   
\_\_\_\_\_  
J. Brian Farrar  
Its: Executive Vice President and  
Chief Operating Officer

**COMERICA BANK, as Agent for the Banks**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Third Signature Page to Trademark Agreement

**XPEDIOR S INCORPORATED**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NDC GROUP, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**COMERICA BANK, as Agent for the Banks**

By: W B Mundock

Its: VICE PRESIDENT

Third Signature Page to Trademark Agreement



## [IP Schedule for Security Agreement]

(1) Intellectual property matters: (a) By virtue of either (i) its direct acquisition of a Subsidiary, or (ii) the contribution to its capital by PSIC of the issued and outstanding capital stock of a Subsidiary, Xpedior possesses ownership rights in the following trademarks and service marks:

- "Scaffolds" (USPTO Registration No. 2,258,936 issued to Sage IT Partners).
- "Sense Learn Adapt" (and design) (USPTO Registration No. 2,336,274 issued to NewTHINK).
- Xpedior also has filed the following patent application: serial number 09/617,457 filed on July 17, 2000, entitled "System and Method for Component-Based Software Development."

(b) Xpedior and its Subsidiaries do not have confidentiality, assignment of inventions, and non-competition agreements with all employees, former employees or contractors who have, or have had, access to, or participated in the development of, confidential or proprietary intellectual property of Xpedior and its Subsidiaries.