

12-31-2003

Form PTO-1594
(Rev. 10/02) **6-23-03**
OMB No. 0651-0027 (exp. 6/30/2005)

RECORD/
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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

TCOM, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other on 6-28-02 Reel 002537 frame 0314
- Merger
- Change of Name

Execution Date: 5/22/03

2. Name and address of receiving party(ies)

Name: Prudent Capital L.P.

Internal Address: c/o Prudent Management, LLC

Street Address: 1120 Conn. Ave, NW, St. 1200

City: Washington State: DC Zip: 20036

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

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) _____

B. Trademark Registration No.(s) 1,203,982
2,018,678; 1,946,257

Additional number(s) attached Yes No

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

Name: Lisa A. Olivieri

Internal Address: Thomas & Libowitz, P.A.

Street Address: 100 Light Street
Suite 1100

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

06/24/2003 00000006 1203982

DO NOT USE THIS SPACE

01 FC: 40.00 OP
02 FC: 175.00 OP

Lisa Olivieri
Name of Person Signing

[Signature]
Signature

5/22/03
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002891 FRAME: 0862

Recordation Form Cover Sheet
TRADEMARKS ONLY

Additional Trademark No.(s)
Page 2

1,934,412

1,972,143

1,977,116

1,911,948

**FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF
INTELLECTUAL PROPERTY**

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "**Agreement**") is made as of this 22 day of May, 2003, by and between TCOM, L.P., a Delaware limited partnership (the "**Borrower**"), and Prudent Capital I, L.P., a Maryland limited partnership (the "**Lender**"), witnesseth:

Recitals

The Lender established a line of credit in favor of the Borrower in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**2002 Financial Accommodation**") pursuant to the terms and conditions of a Loan Agreement dated June 20, 2002, by and between the Borrower and the Lender. The Lender required, as a condition to the making of the 2002 Financial Accommodation, the execution and delivery of a Collateral Assignment of Intellectual Property dated June 20, 2002 (the "**Assignment**"), by the Borrower in favor of the Lender.

The Borrower has requested and the Lender has agreed to increase the 2002 Financial Accommodation by an additional Four Hundred Thousand Dollars (\$400,000) to a maximum aggregate principal amount outstanding at any one time up to but not exceeding Two Million Nine Hundred Thousand Dollars (\$2,900,000). The 2002 Financial Accommodation as amended hereby being referred to herein as the "**Financial Accommodation.**" In connection therewith the Borrower and the Lender have agreed to amend certain provisions of the Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. The facts set forth above are true and accurate in each respect.
2. To evidence the Financial Accommodation, the Assignment is hereby amended as follows:
 - a. Any and all references to "**Two Million Five Hundred Thousand Dollars (\$2,500,000)**" are hereby deleted and "**Two Million Nine Hundred Thousand Dollars (\$2,900,000)**" is inserted in each instance in lieu thereof.

b. The first WHEREAS clause on Page One (1) of the Assignment shall be amended so that after the word "herewith" and before "(Loan Agreement)" in the second line of such WHEREAS clause, the following words are inserted therein:

**"as such Loan Agreement may be amended, modified or
supplemented from time to time"**

c. The first WHEREAS clause on Page One (1) of the Assignment shall be amended so that after "(2,500,000)" and before "(the "Note)" in the fifth line of such WHEREAS clause, the following words are inserted therein:

"as such Promissory Note may be amended, modified or supplemented from time to time"

3. The term "this Assignment" as used in the Assignment shall mean the Assignment as modified herein unless the context clearly indicates or dictates a contrary meaning.

4. The Borrower will execute such confirmatory instruments with respect to the Assignment as the Lender may require.

5. The Borrower ratifies and confirms all of its liabilities and obligations under the Assignment, as amended hereby. The Borrower and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Assignment and shall not constitute a novation as to the obligations of the Borrower under the Assignment.

6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Lender and the Borrower. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

7. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be executed under seal as of the date first above written.

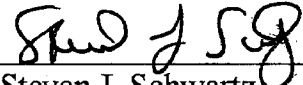
WITNESS/ATTEST:

LENDER:

Prudent Capital I, L.P.

By: Prudent Management, LLC, General Partner



By:  (SEAL)

Name: Steven J. Schwartz

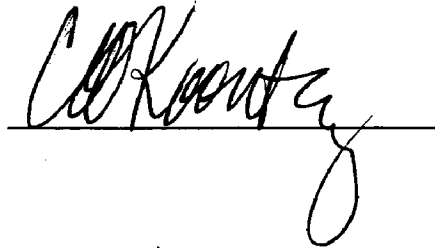
Title: Manager

WITNESS/ATTEST:

BORROWER:

TCOM, L.P.

By: TCOM-GP, LLC, General Partner



By:  (SEAL)

Name: David E. Barlow

Title: President

FIRST AMENDMENT TO SECURITY AGREEMENT

THIS FIRST AMENDMENT TO SECURITY AGREEMENT (this "**Agreement**") is made as of this 22 day of May, 2003, by and between TCOM, L.P., a Delaware limited partnership (the "**Borrower**"), and Prudent Capital I, L.P., a Maryland limited partnership (the "**Lender**"), witnesseth:

Recitals

The Lender established a line of credit in favor of the Borrower in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**2002 Financial Accommodation**") pursuant to the terms and conditions of a Loan Agreement dated June 20, 2002, by and between the Borrower and the Lender. The Lender required, as a condition to the making of the 2002 Financial Accommodation, the execution and delivery of a Security Agreement dated June 20, 2002 (the "**Security Agreement**"), by the Borrower in favor of the Lender.

The Borrower has requested and the Lender has agreed to increase the 2002 Financial Accommodation by an additional Four Hundred Thousand Dollars (\$400,000) to a maximum aggregate principal amount outstanding at any one time up to but not exceeding Two Million Nine Hundred Thousand Dollars (\$2,900,000). The 2002 Financial Accommodation as amended hereby being referred to herein as the "**Financial Accommodation**." In connection therewith the Borrower and the Lender have agreed to amend certain provisions of the Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. The facts set forth above are true and accurate in each respect.
2. To evidence the Financial Accommodation, the Security Agreement is hereby amended as follows:

a. Any and all references to "**Two Million Five Hundred Thousand Dollars (\$2,500,000)**" are hereby deleted and "**Two Million Nine Hundred Thousand Dollars (\$2,900,000)**" is inserted in each instance in lieu thereof.

b. The first sentence of the Recitals on Page One (1) of the Security Agreement shall be amended so that after the word "herewith" and before "(the "Loan Agreement")" in the third line of the Recitals paragraph the following words are inserted therein:

"as such Loan Agreement may be amended, modified or supplemented from time to time"

c. The second sentence of the Recitals on Page One (1) of the Security Agreement shall be amended so that after the word "herewith" and

before "(the "Note")" in the fifth line of the Recitals paragraph the following words are inserted therein:

"as such Promissory Note may be amended, modified, and supplemented, from time to time"

3. The term "this Agreement" as used in the Security Agreement shall mean the Security Agreement as modified herein unless the context clearly indicates or dictates a contrary meaning.

4. The Borrower will execute such confirmatory instruments with respect to the Security Agreement as the Lender may require.

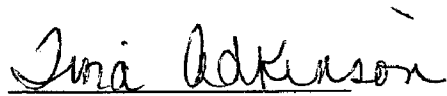
5. The Borrower ratifies and confirms all of its liabilities and obligations under the Security Agreement, as amended hereby. The Borrower and the Lender agree that this Agreement shall not be construed as an agreement to extinguish the original obligations under the Security Agreement and shall not constitute a novation as to the obligations of the Borrower under the Security Agreement.

6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Lender and the Borrower. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

7. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

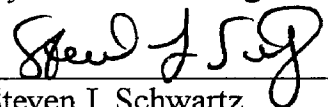
IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be executed under seal as of the date first above written.

WITNESS/ATTEST:

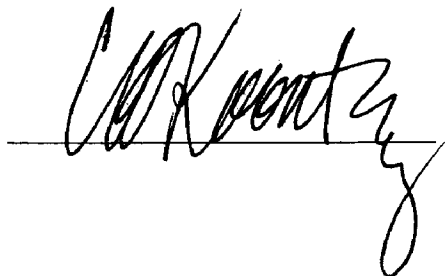


LENDER:

Prudent Capital I, L.P.
By: Prudent Management, LLC, General Partner

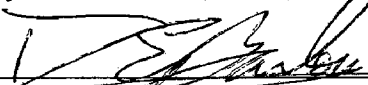
By:  (SEAL)
Name: Steven J. Schwartz
Title: Manager

WITNESS/ATTEST:



BORROWER:

TCOM, L.P.
By: TCOM-GP, LLC, General Partner

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