

05-19-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

5/18/04

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

1. Name of conveying party(ies): HARRIS WILLIAMS & CO.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 05/07/2004

2. Name and address of receiving party(ies)

Name: CAPITALSOURCE FINANCE LLC, as Agent

Internal Address: 12th Floor

Street Address: 4445 Willard Avenue

City: Chevy Chase State: MD Zip: 20815

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Delaware limited liability company

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) n.a.

B. Trademark Registration No.(s) 2,207,235

Additional number(s) attached Yes No

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

Name:

Internal Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Penelope S. Johnson Signature

05/13/2004 Date

Total number of pages including cover sheet, attachments, and document: 8

05/19/2004 LINDLER 0000016 2207235 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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40.00 DP

TRADEMARK REEL: 002969 FRAME: 0664

**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of May 7, 2004, by **HARRIS WILLIAMS & CO.**, a Virginia corporation ("**Grantor**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders under the Credit Agreement described below (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof among Grantor, certain other Credit Parties, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed to provide Loans and other financial accommodations to Grantor, upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor granted to Secured Party, for the benefit of the Lenders, certain liens on the Collateral to secure the Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor is required to execute and deliver this Acknowledgment in favor of Secured Party, for the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which hereby are acknowledged, and to induce Secured Party and Lenders to enter into the Loan Documents and to make Loans and such other financial accommodations to Grantor thereunder, Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby reaffirms its grant to Secured Party, for the benefit of the Lenders, of a first priority security interest in the Collateral, subject only to Priority

Permitted Liens, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for the benefit of the Lenders, and grants to Secured Party, for the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as “**Intellectual Property Collateral**”):

(a) all of its owned Trademarks and Trademark licenses to which it is a party, including those referred to on Schedule I hereto; all renewals, reissues, continuations or extensions of the foregoing; all goodwill of the Business connected with the use of, and symbolized by, each Trademark and each Trademark license; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license;

(b) all of its Copyrights and Copyright licenses to which it is a party, including those referred to on Schedule II hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright license; and

(c) all of its Patents and Patent licenses to which it is a party, including those referred to on Schedule III hereto; all renewals, reissues, continuations or extensions of the foregoing; and all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent license.

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for the benefit of the Lenders, pursuant to the Credit Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARRIS WILLIAMS & CO., a Virginia corporation

By: *Dena Fith Moore*
Name: *Dena Fith Moore*
Title: *Managing Director*

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARRIS WILLIAMS & CO., a Virginia corporation

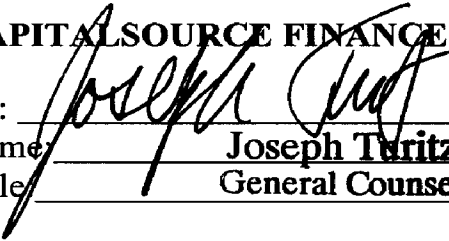
By: _____

Name: _____

Title: _____

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:  _____

Name: **Joseph Teritz**

Title: **General Counsel**

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS (including Mark Reg. No. and Date):

U.S. Servicemark Registration No. 2,207,235
Registered December 1, 1998

B. TRADEMARK APPLICATIONS:

None

C. TRADEMARK LICENSES (including Name of Agreement, Parties and Date of Agreement):

None

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS (including Copyright Reg. No. and Date):

None

B. COPYRIGHT APPLICATIONS:

None

C. COPYRIGHT LICENSES (including Name of Agreement, Parties and Date of Agreement):

None other than commercial software licenses – See list of software on Schedule 5.10 of Credit Agreement

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS (including Patent Reg. No. and Date):

None

B. PATENT APPLICATIONS:

None

C. PATENT LICENSES (including Name of Agreement, Parties and Date of Agreement):

None