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Form **PTO-1594**

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

(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 1027	'90486 U.S. Patent and Trademark Office
Tab settings ⇔⇔ ♥ ▼	T T T
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Tech Enterprises, Inc. Individual(s)	2. Name and address of receiving party(ies) Name:Bank of America, N.A. Internal Address: Street Address:_8300 Greensboro Drive
Corporation-State Other	City: McLean State: VA Zip: 22102-3604 Individual(s) citizenship Association
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 6/18/2004	General Partnership Limited Partnership Corporation-State Vother National Banking Association 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) 76/145, 007; 76/145,010; 76/145,011 Additional number(s) at 5. Name and address of party to whom correspondence concerning document should be mailed:	B. Trademark Registration No.(s) 1775075; 1775090; 1800528; 2610916; 2630205 tached Yes No 6. Total number of applications and registrations involved:
Name:Nikolaus F. Schandlbauer, Esq. Internal Address:_Ober, Kaler, Grimes & Shriver	7. Total fee (37 CFR 3.41)
Street Address:Fifth Floor 1401 H Street, N.W. City:_Washington State: DC Zip:20005-3324	8. Deposit account number:
	THIS SPACE
	7/7/04 gnature Date
GTON11 00000030 76145007 Mail documents to be recorded with Commissioner of Patent & Tr Washington,	required cover sheet Information to: ademarks, Box Assignments

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated June 18, 2004, is given by TECH ENTERPRISES, INC., a Virginia corporation ("Assignor"), in favor of BANK OF AMERICA, N.A., a national banking association ("Assignee").

BACKGROUND

Pursuant to a Credit Agreement dated June 18, 2004 between the Assignor and Assignee (as the same may from time to time be amended, restated, extended, refinanced, replaced, supplemented or otherwise modified, the "Credit Agreement"), the Assignee has agreed to make available to the Assignor a revolving line of credit in the aggregate principal amount not to exceed \$9,000,000 at any one time outstanding, the foregoing sometimes hereinafter called collectively the "Credit Facilities." As inducement to Assignee to enter into the Credit Agreement and make the Credit Facilities available to Assignor, Assignor agreed to, among other things, pledge to Assignee and grant Assignee a continuing, first priority security interest in and lien on all trademark applications and trademarks of Assignor.

As used herein, the term "Financing Documents" means collectively the Credit Agreement, and all notes, guarantees, mortgages, security agreements, debentures, and other documents previously, simultaneously or hereafter executed and delivered by Assignor or any party or parties in favor of Assignee to secure or guarantee, or in connection with, the Credit Facilities. All other capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

- 1. Grant of Security Interest. To secure the complete and timely payment and performance of all of its Obligations under the Credit Agreement and the other Financing Documents, Assignor, to the extent of its interest therein, hereby grants, assigns, conveys and pledges to Assignee a continuing, first priority security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by Assignor, all of which are listed in Schedule A hereto (as the same may be amended from time to time pursuant hereto), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by them corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.
- 2. <u>Warranties and Representations</u>. Assignor hereby covenants with, and warrants to, Assignee that: (a) Assignor is the sole and exclusive owner of each of the Marks and all rights therein, free and clear of any liens, pledges, assignments or other encumbrances; (b) Assignor has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are

RIGHTS, FORECLOSE UPON SUCH PROPERTY, OR OBTAIN SUCH PROVISIONAL OR ANCILLARY REMEDIES BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING BROUGHT PURSUANT TO THIS INSTRUMENT, AGREEMENT OR DOCUMENT. NEITHER THIS EXERCISE OF SELF HELP REMEDIES NOR THE INSTITUTION OR MAINTENANCE OF AN ACTION FOR FORECLOSURE OR PROVISIONAL OR ANCILLARY REMEDIES SHALL CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE CLAIMANT IN ANY SUCH ACTION, TO ARBITRATE THE MERITS OF THE CONTROVERSY OR CLAIM OCCASIONING RESORT TO SUCH REMEDIES.

20. <u>Counterparts</u>. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

TECH ENTERPRISES, INC.
By: Ranjit Singh President and Chief Executive Officer
Address for All Notices: TECH ENTERPRISES, INC. 11150 Main Street Fairfax, Virginia 22030 Attention: Ranjit Singh, President and C.E.O. Telephone: (703) 352-0001 Telecopy: (703) 352-9093
BANK OF AMERICA, N.A.
 By: Jessica L. Tencza, Vice President
Notice Address:

8300 Greensboro Drive Mezzanine Level McLean, Virginia 22102 Attn: Jessica L. Tencza, Vice President

Telephone: (703) 761-8558 Telecopy: (703) 761-8246

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

TECH ENTERPRISES, INC.

(SEAL) By:

Ranjit Singh

President and Chief Executive Officer

Address for All Notices:

TECH ENTERPRISES, INC.

11150 Main Street

Fairfax, Virginia 22030

Attention: Ranjit Singh, President and C.E.O.

Telephone:

(703) 352-0001

Telecopy:

(703) 352-9093

BANK OF AMERICA, N.A.

SeniorVice President

Notice Address:

8300 Greensboro Drive

Mezzanine Level

McLean, Virginia 22102

Attn: Jessica L. Tencza, Vice President

Telephone: (703) 761-8558

Telecopy:

(703) 761-8246

Trademark Security Agreement

SIGNATURE PAGE

SCHEDULE A TO THE TRADEMARK SECURITY AGREEMENT DATED JUNE 18, 2004 BY TECH ENTERPRISES, INC. IN FAVOR OF BANK OF AMERICA, N.A.

LIST OF TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Miscellaneous Book Design in Classes 41 and 42 (application Serial No. 76/145,011)

MATHABLE Registration No. 1,775,075

Miscellaneous Book Design (Class 40) (application Serial No. 76/145,010)

YORK'S XMATH – Registration No. 1,775,090

YORK'S XTABLE – Registration No. 1,800,528

TECHBOOKS (& Design) in Class 42 (application Serial No. 76/145,007)

TechBooks in Classes 41 and 42 - Registration No. 2,630,205

XMLPublish – Registration No. 2,610,916

RECORDED: 07/12/2004