

05-21-1998

5/8/98



100717576

Tab settings 000 ▼

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

1. Name of conveying party(ies):

Network Plus, Inc.

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

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

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: One Federal Street

City: Boston State: MA ZIP: 02110-2010

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security Agreement and Collateral Assignment
- Merger
- Change of Name

Execution Date: April 30, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2110362 (Network Plus)
2032202 (Plus Logo)

Additional numbers attached? Yes No

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

Name: Louis J. DiFronzo, Jr., Esquire

Internal Address: Chappell Cohen DiFronzo & Zinnershine LLP

Street Address: 99 Summer Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Network Plus, Inc.

By: *[Signature]*
Name of Person Signing

[Signature]
Signature

APR 30, 1998
Date

REEL: Total Number of pages comprising cover sheet: 1

COLLATERAL ASSIGNMENT OF TRADEMARKS AND RELATED COLLATERAL

This Collateral Assignment is entered into as of April 30, 1998 by and between Network Plus, Inc. (hereinafter, the "Assignor"), a Massachusetts corporation with its principal executive offices at 234 Copeland Street, Quincy, Massachusetts, and Fleet National Bank (hereinafter, the "Bank"), a national banking association with offices at One Federal Street, Boston, Massachusetts, in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

1. To secure the Borrower's prompt, punctual, and faithful payment and performance of all and each of the Assignor's Liabilities (as defined below) to the Bank, the Assignor hereby collaterally assigns to the Bank and creates a security interest in favor of the Bank in and to the trademark and service marks and the goodwill associated therewith (hereinafter collectively, the "Marks") listed on Exhibit A, annexed hereto. As used herein, "Liabilities" means and refers to "Liabilities" as defined in a certain Loan and Security Agreement (hereinafter, the "Loan Agreement") dated April 30, 1998 between the Assignor and the Bank.

2. Until this Collateral Assignment is terminated in writing by a duly authorized officer of the Bank, the Assignor shall undertake the following with respect to each Mark:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Assignor's sole cost, expense, and risk, take any and all action which may be necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Assignor to perform any of its obligations set forth above, the Bank may (but shall not be required to) act in the Assignor's place and stead. Any cost or expense which the Bank incurs on account of so acting shall be deemed a Cost of Collection within the meaning of the Loan Agreement. Provided, however, that the Borrower shall not be required to comply with the provisions of the foregoing sub-paragraphs (a) and (b) so long as the Borrower has determined in good faith and using reasonable business judgment that such Mark is no longer needed for the Borrower's business operations and so long as such Mark is no longer required and will not have a material adverse effect upon the Borrower's business.

3. (a) Upon the occurrence and during the continuance of any Event of Default (within the meaning of the Loan Agreement), the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Mass. Gen. Laws Ch. 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and that the Bank is authorized to exercise such rights and remedies.

(b) The Assignor hereby irrevocably constitutes and designates the Bank as

and for the Assignor's attorney-in-fact, upon and following the occurrence and during the continuance of any such Event of Default, to execute all and singular such instruments, documents, and papers as the Bank determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Collateral Assignment is terminated in writing by a duly authorized officer of the Bank.

4. The Assignor hereby warrants and represents to the Assignee each of the following with respect to each Mark:

(a) That the Marks are presently registered pursuant to 15 USC 1060 (commonly known as the "Lanham Act");

(b) That a "notice of allowance" has been previously issued for the Marks by the United States Patent and Trademark Office; and

(c) That the Marks have been and, except as otherwise permitted hereunder, will continue to be actively used by the Assignor.

IN WITNESS WHEREOF, the Assignor and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

Network Plus, Inc.

By: 

Print Name: David L. Stapp

Title: Chief Financial Officer

Fleet National Bank

By: 

Raymond C. Hoefling
Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 30, 1998

Then personally appeared before me the above-named Steven L. Shapiro, the Chief Financial Officer of Network Plus, Inc., and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Network Plus, Inc., before me.



Notary Public

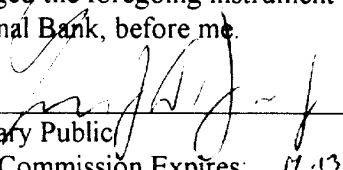
My Commission Expires: 12-13-02

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

April 30, 1998

Then personally appeared before me the above-named Raymond C. Hoefling, a Vice President of Fleet National Bank, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Fleet National Bank, before me.



Notary Public

My Commission Expires: 12-13-02

EXHIBIT A

TO ASSIGNMENT OF TRADEMARKS AND RELATED COLLATERAL

Network Plus (Service Mark)—Registration No. 2110362

Plus Logo (Service Mark)—Registration No. 2032202