

05-21-1998



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To the Honorable Commissioner of

100715914

ched original documents or copy thereof.

5-f-98

1. Name of conveying party(ies):
 Compunetix, Inc.

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

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

2. Name and address of receiving party(ies):
 Name: Dollar Bank, Federal Savings Bank
 Internal Address: _____
 Street Address: Three Gateway Center, Ten West
 City Pittsburgh, State PA ZIP 15222

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a Federal Savings Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Security Assignment

Execution Date: 3/30/98

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41):\$ 165.00
 Enclosed
 Authorized to be charged to deposit account for any

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/362,507
 75/373,093 75/373,098
 75/391,765 75/391,764 75/373,096
 Additional numbers attached? Yes No

8. Deposit account number: 11-1163
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Suzanne Ewing, Esquire
 Internal Address: Klett Lieber Rooney & Schorling
 Street Address: One Oxford Centre, 40th Fl.
 City: Pittsburgh State: PA ZIP 15219

8. Deposit account number: 11-1163
 (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.

Suzanne Ewing
Name of Person Signing

Suzanne Ewing
Signature

5/6/98
Date

Total number of pages comprising cover sheet: 4

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK 2-1000, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project (0651-0011) 158 Washington, D.C. 20503

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05/21/1998 T10M11
01 FC:481
02 FC:482

ASSIGNMENT FOR SECURITY

TRADEMARKS AND LICENSES

WHEREAS, COMPUNETIX, INC. a Pennsylvania corporation, (the "Assignor") owns the trademarks, trademark applications, and all continuations, divisions, renewals, substitutes or reissues thereof, listed on the annexed Schedule A (the "Trademarks") and the Licenses listed on the annexed Schedule A-1 (the "Licenses"), which Trademarks and Licenses are in full force and effect;

WHEREAS, Assignor is obligated to DOLLAR BANK, FEDERAL SAVINGS BANK (the "Assignee") and has entered into a Security Agreement and Mortgage - Trademarks dated as of the date hereof (the "Trademark Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Trademark Security Agreement, Assignor has assigned to Assignee, and granted to Assignee a first lien mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Trademarks and Licenses and similar legal protection, both domestic and foreign, including all continuations, divisions, renewals, substitutes or reissues thereof, and all proceeds of the Trademarks and Licenses, including, without limitation, any payments, royalties, claims for infringement and proceeds of sale or other disposition thereof and all ancillary rights and benefits derived therefrom (the "Trademarks Collateral") to secure the payment of the Debt (as defined in the Trademark Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee a mortgage on, pledge of and security interest in the Trademarks Collateral to secure prompt payment of the Debt.

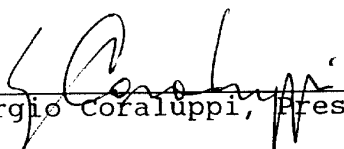
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademarks Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of March 30, 1998, with an effective date of April 1, 1998.

COMPUNETIX, INC.

[Corporate Seal]

By: _____


Giorgio Coraluppi, President

SCHEDULE A TO ASSIGNMENT FOR SECURITY - TRADEMARKS

TRADEMARKS AND APPLICATIONS OWNED BY COMPUNETIX, INC.

<u>TITLE</u>	<u>TRADEMARK NO.</u>	<u>ISSUE DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Virtuoso	75/362,507	PENDING	PENDING	PENDING
Ensemble	75/373,098	PENDING	PENDING	PENDING
Contexpan	75/373,096	PENDING	PENDING	PENDING
Minuet	75/373,093	PENDING	PENDING	PENDING
Clarinet	75/391,765	PENDING	PENDING	PENDING
Clarinetwork	75/391,764	PENDING	PENDING	PENDING

SCHEDULE A-1 TO ASSIGNMENT FOR SECURITY - TRADEMARKS

LICENSES GRANTED OR OWNED BY COMPUNETIX, INC.

NONE

KLRSPGH1: 221036.1

18

RECORDED: 05/08/1998

TRADEMARK
REEL: 1728 FRAME: 0161