

MRO 5-18-98

08-31-1998

FORM PTO-1594
Rev. 6-93
OMB No. 0651-0011 (exp. 6-94)

REC



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100769089

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

1. Name of conveying party(ies):

TRADESOURCE, INC.

- Individual(s)
- General Partnership
- Corporation-State
- 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: Commercial Lending-Asset Based

Street Address: One Landmark Square

City: Stamford State: CT ZIP: 06901

- Individual(s) citizenship
- Association national banking 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

3. Nature of conveyance:

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

Execution Date: May 8, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,062,551

Additional numbers attached? Yes No

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

Name: Fleet National Bank

Internal Address: Commercial

Lending-Asset Based

Street Address: One Landmark Square

City: Stamford State: CT ZIP: 06901

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

40E

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.

Richard Kaske
Name of Person Signing

Signature

May 8, 1998
Date

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**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
SERVICE MARK**

United States Patent and Trademark Office

Gentlemen:

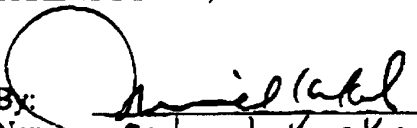
Please be advised that pursuant to the Credit and Security Agreement dated as of May 8, 1998 (the "Security Agreement") by and among the Tradesource, Inc. ("Pledgor") and Fleet National Bank ("Bank"), the undersigned Pledgor has granted a continuing security interest in and continuing lien upon, the service mark set forth in Schedule A attached hereto and made a part hereof.

The Pledgor and the Bank hereby acknowledge and agree that the security interest in the foregoing service mark (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark, service mark or applications. Pursuant to Section 6.8 of the Security Agreement, the Bank has been irrevocably appointed as Pledgor's attorney in fact to, upon and during the continuance of an Event of Default (as defined in the Security Agreement), to transfer the service mark on behalf of the Pledgor.

Very truly yours,

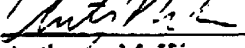
TRADESOURCE, INC.

By:
Name:
Title:


Richard Kaskel
President

Acknowledged and Accepted:

FLEET NATIONAL BANK

By: 
Name: Anthony McKiernan
Title: Vice President

SCHEDULE A

| Owner | Type | Registration No. | Registration Date |
|-------------------|--------------|-------------------------|--------------------------|
| Tradesource, Inc. | Service Mark | 2,062,551 | 5-20-97 |