

FORM PTO-1618A
Expires 05/30/99
OMB 0651-0027

07-28-1998



100777937

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

7-24-98
MRD

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name ConstructionNet, LLC

Execution Date
Month Day Year
07/17/98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other LLC
- Citizenship/State of Incorporation/Organization Indiana

Receiving Party

Mark if additional names of receiving parties attached

Name Piedmont Venture Partners Limited Partnership

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Morrocroft Center, Suite 380

Address (line 2) 6805 Morrison Boulevard

Address (line 3) Charlotte

NC

28210

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization North Carolina

07/28/1998 T10N11 00000008 2075459

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1760 FRAME: 0347

FORM PTO-1618B
Expires 06/30/99
OMB 0851-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,075,459"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Alan Murray, President
Name of Person Signing

Signature

7 17 98

Date Signed

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, CONSTRUCTIONNET, LLC, an Indiana limited liability company (the "Assignor"), having its chief executive office at 141 Prosperous Place, Suite 23, Lexington, Kentucky 40509, hereby assigns and grants to PIEDMONT VENTURE PARTNERS LIMITED PARTNERSHIP, as Lender (in such capacity, the "Lender"), with offices at One Morrocroft Center, Suite 380, 6805 Morrison Boulevard, Charlotte, North Carolina 28210, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

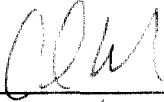
THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of July 14, 1998, by and between CommerceInc Corporation and the Lender (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of Page Intentionally Left Blank.]

17th IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of July, 1998.

CONSTRUCTIONNET, LLC, as Assignor


By: 
Name: Alan Murray
Title: PRESIDENT

STATE OF Kentucky
County OF Fayette

The foregoing instrument was acknowledged before me this 17 day of July, 1998 by ALAN L. MURRAY as PRESIDENT of ConstructionNet, LLC, an Indiana limited liability company, on behalf of the limited liability company.

My commission expires: 5-5-02

Notarial Seal


Notary Public

PIEDMONT VENTURE PARTNERS
LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

By its General Partner,

PIEDMONT VENTURE
MANAGEMENT, INC.,
a North Carolina Enterprise Corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
17th day of July, 1998.

CONSTRUCTIONNET, LLC, as Assignor

By: _____
Name:
Title:

STATE OF _____
_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of July, 1998 by
_____ as _____ of ConstructionNet, LLC, an
Indiana limited liability company, on behalf of the limited liability company.

My commission expires:

Notarial Seal

Notary Public

PIEDMONT VENTURE PARTNERS
LIMITED PARTNERSHIP,
a North Carolina Limited Partnership

By its General Partner,

PIEDMONT VENTURE
MANAGEMENT, INC.,
a North Carolina Enterprise Corporation

By: William W. Neal, III
Name: William W. Neal, III
Title: Managing Principal

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
Reg. #2,075,459	USA	7/1/97	CONSTRUCTIONNET