

07-31-1998



100782377

MRD 7.27.98

### 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

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

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.)

#### FOR OFFICE USE ONLY

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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

REF ID: A66221

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,152,816"/>	<input type="text"/>	<input type="text"/>
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<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.

Timothy D. Pecsénye

Name of Person Signing



Signature

7-24-98

Date Signed

Assistant Commissioner for Trademarks  
July 24, 1998  
Page 2

Thank you for your attention to this matter.

Sincerely yours,

  
TIMOTHY D. PECSENYE

TDP:bjg

Enclosures: Trademark Security Agreement  
Recordation Form Coversheet

cc: Alicia Emery, Esquire

I:\Clients\Misc\Trademark Security Agreement CovLet Progress-Interactive.wpd 106660-01000

PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES  
SECURITY AGREEMENT

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 14th day of July 1998, by U.S. INTERACTIVE, INC., a New Jersey corporation, ("U.S. Interactive"), having a mailing address at 7 Great Valley Parkway, Suite 100, Malvern, Pennsylvania 19335 and delivered to PROGRESS BANK ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith among U.S. Interactive, Web Access, Inc., and Digital Bindery, LLC and Lender (collectively, as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which U.S. Interactive is granting Lender a lien on and security interest in certain assets of U.S. Interactive associated with or relating to products leased or sold or services provided under U.S. Interactive's patents, trademarks, copyrights and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, servicemarks, tradenames, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. U.S. Interactive has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights, and patent applications (collectively, "Patents"); trademarks, servicemarks, tradenames, service trademark applications, and service tradenames (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule "A" attached hereto and made part hereof (all such Patents, Marks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of U.S. Interactive associated therewith and represented thereby, as security for all of U.S. Interactive's Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to

secure U.S. Interactive's Obligations, U.S. Interactive grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of U.S. Interactive associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. U.S. Interactive hereby covenants and agrees to maintain the Assets in full force and effect until all of U.S. Interactive's Obligations indefeasibly paid and are satisfied in full.

3. U.S. Interactive represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) U.S. Interactive is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by U.S. Interactive not to sue third persons;

(d) U.S. Interactive has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) U.S. Interactive has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on **Schedule "A"** constitute all of the Assets, and all applications for any of the foregoing, now owned by U.S. Interactive. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, U.S. Interactive shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. U.S. Interactive shall give Lender prompt written notice thereof along with an amended **Schedule "A"**.

4. U.S. Interactive further covenants that until all of U.S. Interactive's Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with U.S. Interactive's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as this Agreement is in effect and so long as U.S. Interactive has not received notice from Lender that an Event of Default has occurred and is continuing under the Loan Agreement and that Lender has elected to exercise its rights hereunder, and until Lender accelerates the Obligations of the U.S. Interactive under the Loan Agreement, U.S. Interactive shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. U.S. Interactive agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender.

7. If and while an Event of Default exists under the Loan Agreement and Lender is accelerating the Obligations of U.S. Interactive under the Loan Agreement, U.S. Interactive hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. For such purposes, during an Event of Default under the Loan Agreement and following the acceleration by Lender of U.S. Interactive's Obligations under the Loan Agreement, U.S. Interactive hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as U.S. Interactive's true and lawful attorney-in-fact, with the power to endorse U.S. Interactive's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. U.S. Interactive hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all U.S. Interactive's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon U.S. Interactive's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of U.S. Interactive's Obligations, Lender shall execute and deliver to U.S. Interactive all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by U.S. Interactive on demand by Lender and until so paid shall be added to the principal amount of U.S. Interactive's Obligations and shall bear interest at the contractual per annum rate prescribed in the Loan Agreement applicable to the Line of Credit.

12. Subject to the terms of the Loan Agreement, U.S. Interactive shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until U.S. Interactive's Obligations shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon reasonable request of Lender, U.S. Interactive shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to U.S. Interactive. Any reasonable expenses incurred in connection with such applications shall be borne by U.S. Interactive. The U.S. Interactive shall not abandon any Patent, Trademark or Copyright without the prior written consent of the Lender.

13. U.S. Interactive shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if U.S. Interactive reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. U.S. Interactive shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of U.S. Interactive hereunder, in U.S. Interactive's name or in Lender's name, but at U.S. Interactive's expense, and U.S. Interactive hereby agrees to reimburse Lender in full for all reasonable costs and expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing between U.S. Interactive and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between

U.S. Interactive and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

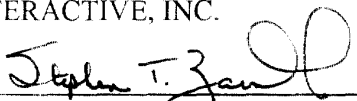
19. U.S. Interactive irrevocably consents to the jurisdiction of the Courts of Common Pleas of Montgomery County, Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking.

20. **U.S. Interactive and Lender each waives any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.**

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement, under seal, the day and year first above written.

U.S. INTERACTIVE, INC.

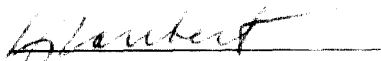
By:

  
Stephen T. Zarrilli, President, Secretary / Treasurer  
Executive Vice

Approved and Accepted:

PROGRESS BANK

By:

  
Liz A. Lambert, Vice President



CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF Pennsylvania : SS  
COUNTY OF Philadelphia :

On this 14<sup>th</sup> of July, 1998, before me personally appeared Stephen J. Barreli and \_\_\_\_\_ to me known and being duly sworn, deposes and says that they are Executive VP and \_\_\_\_\_, of U.S. Interactive, Inc., respectively, the U.S. Interactive corporation described in the foregoing Agreement; that they know the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that they signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and they desire the same to be recorded as such.

Carolyn Elliott  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Notarial Seal  
Carolyn Elliott, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Jan. 8, 2000

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 14<sup>th</sup> day of July, 1998, before me personally appeared LIZ A. Lambert to me known and being duly sworn, deposes and says that s/he is Three President of Progress Bank, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Carolyn Elliott  
Notary Public

My Commission Expires:

Notarial Seal  
Carolyn Elliott, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Jan 8, 2000

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE Pennsylvania : SS  
COUNTY OF Philadelphia :

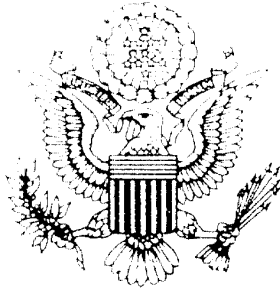
On this 14<sup>th</sup> of July, 1998, before me personally appeared Stephen  
Burwell, to me known and being duly sworn, deposes and says that he is Interactive VP  
of U.S. Interactive, Inc., the Grantor corporation described in the foregoing Power of Attorney; that  
he knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such  
corporate seal; that he signed the Power of Attorney and affixed the seal of the corporation thereto  
as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is  
the voluntary act of such corporation; and he desires the same to be recorded as such.

Carolyn Elliott  
Notary Public

My Commission Expires:

Notarial Seal  
Carolyn Elliott, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Jan. 8, 2000

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office, that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are a part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Bruce Lehman*

Commissioner of Patents and Trademarks

TRADEMARK  
REEL: 1761 FRAME: 0940

## Maintenance Requirements

**Section 8:** This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks. *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the affidavit.

**Section 9:** This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently a fee and a specimen showing how the mark is used in commerce are required for *each* international class of goods and/or services identified in the certificate of registration and both must be enclosed with the application for renewal.

Int. C  
Prior  
Unit

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220 W.  
NEW Y

FOR  
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Int. Cl.: 42

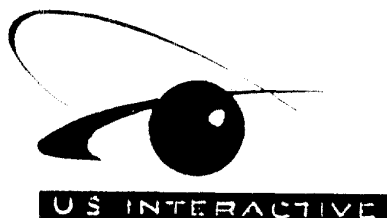
Prior U.S. Cls.: 100 and 101

Reg. No. 2,152,816

**United States Patent and Trademark Office**

Registered Apr. 21, 1998

**SERVICE MARK  
PRINCIPAL REGISTER**



US INTERACTIVE, INC. (NEW JERSEY CORPORATION)  
220 W. 19TH STREET - 10TH FLOOR  
NEW YORK, NY 10011

FOR: CONSULTING SERVICES IN THE FIELD OF ONLINE GLOBAL COMPUTER NETWORKS, PROVIDING MULTIPLE USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK FOR THE TRANSFER AND DISSEMINATION OF A WIDE RANGE OF INFORMATION; PROVIDING CUSTOM ART, TEXT, GRAPHICS AND MULTIMEDIA COMPUTER DESIGN SERVICES VIA A GLOBAL COMPUTER NETWORK. HOME

SHOPPING SERVICES IN THE FIELD OF GENERAL MERCHANDISE THROUGH THE USE OF AN ONLINE COMPUTER NETWORK, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 1-6-1996. IN COMMERCE 1-6-1996.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "US INTERACTIVE", APART FROM THE MARK AS SHOWN.

SN 75-027,402, FILED 12-4-1995.

FLORENTINA BLANDU, EXAMINING ATTORNEY

BLANK ROME COMISKY & MCCAULEY LLP

Counselors at Law

Pennsylvania  
New Jersey  
Delaware  
Maryland  
Washington, DC  
Florida

Direct Dial Phone: (215) 569-5619

Direct Dial Fax: (215) 569-5628

Email Address: pecsenye@blankrome.com

July 24, 1998

Assistant Commissioner for Trademarks  
Box Assignments/Fee  
Washington, D.C. 20231

Attn: Trademark Security Agreement

Dear Sir:

Enclosed for recordation is a "Trademark Security Agreement" showing the pledge of the following trademark from U.S. Interactive, Inc. ("ASSIGNOR") to Progress Bank ("ASSIGNEE"):

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date	Country
U.S. INTERACTIVE and Design	2,152,816	4/23/1998	United States

Please charge the \$40.00 recordation and filing fees to our Deposit Account Number 02-2555. If there are any additional fees due in connection with the filing of this Trademark Security Agreement, please charge them to our Deposit Account as well.

Should any questions arise concerning the recordation of this document, kindly contact me at (215)569-5619. Please send all correspondence and the original document stamped with reel and frame numbers at the following address:

TIMOTHY D. PECSENYE, ESQUIRE  
BLANK ROME COMISKY & MCCAULEY LLP  
One Logan Square  
Philadelphia, PA 19103