

08-07-1998

MARKS ONLY

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100787398

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

MRO 7-22-98

1. Name of conveying party(ies):
 Price Systems, L.L.C.
 700 East Gate Drive, Suite 200
 Mt. Laurel, New Jersey 08054

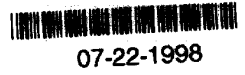
Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company (New Jersey)



2. Name and address of receiving party(ies):
 Name: Commerce Bank, N.A.
 Internal Address: _____
 Street Address: 1701 Route 70 East
 City: Cherry Hill State: NJ ZIP: 08034-5400

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

U.S. Patent & TMO/TM Mail Rcpt Dt. #39



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

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

Execution Date: June 30, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/303,457
75/276,703

B. Trademark registration No.(s)
1,668,381

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jan Christensen, Esq.
 Internal Address: Blank Rome Comisky & McCauley, LLP
 Street Address: 900 17th Street, Suite 1000
 City: Washington State: DC ZIP: 20006

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): ... \$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2185

08/06/1998 NGUYEN 00000235 1668381

DO NOT USE THIS SPACE (Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Jan Christensen
Name of Person Signing

Jan Christensen
Signature

7/22/98
Date

Total number of pages comprising cover sheet:
REEL: 1765 FRAME: 0126

1

Exhibit 1

TRADEMARK ASSIGNMENT

WHEREAS, PRICE SYSTEMS, L.L.C., a New Jersey limited liability company ("Grantor") is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule A attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, COMMERCE BANK, N.A. having a place of business at 1710 Route 70 East, Cherry Hill, New Jersey 08034-5400 ("Grantee") is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____, ____.

PRICE SYSTEMS, L.L.C.

Witness: _____

By: _____
as Attorney-in-fact

STATE OF NEW JERSEY :
 :SS
COUNTY OF _____ :

On this the ___ day of _____, ___ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of PRICE SYSTEMS, L.L.C. ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

_____, _____

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
PRICE®	1,668,381	U.S.A.	December 17, 1991
IDTC	75/303,457	U.S.A.	
FORESIGHT	75/276,703	U.S.A.	

SCHEDULE B TO TRADEMARK ASSIGNMENT

Common Law Trademarks

1. ForeSight The Power of Control
2. IDTC
3. PRICE H
4. PRICE HL
5. PRICE M
6. PRICE S
7. PRICE Systems
8. PRICE - The sign of a good estimate

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made as of the 30th day of June 1998, by PRICE SYSTEMS, L.L.C., a New Jersey limited liability company ("Borrower"), having a mailing address at 700 East Gate Drive, Suite 200, Mt. Laurel, New Jersey 08054, and delivered to COMMERCE BANK, N.A., a national banking association ("Lender") with an address at 1701 Route 70 East, Cherry Hill, N.J. 08034-5400.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith between Borrower and Lender (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets, trademarks, servicemarks and tradenames 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. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

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

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 Borrower's Obligations, Borrower grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, 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. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are satisfied in full.

3. Borrower represents, warrants and covenants that:

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

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

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

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

(e) Borrower 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 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks; and

(f) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks and hereby grants to Lender (with no obligation of any kind upon Lender to do so) the right to visit Borrower's locations which manufacture, process, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(f).

4. Borrower further covenants that:

(a) Until all of Borrower's Obligations have been satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement.

(b) If Borrower acquires rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower 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, Borrower shall continue to have the exclusive right to use the Trademarks and Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower shall not sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks.

7. Anything herein contained to the contrary notwithstanding, if and while Borrower shall be in default hereunder or an Event of Default exists under the Loan Agreement, Borrower 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 New Jersey, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of Borrower's default hereunder or an Event of Default under the Loan Agreement and while such default or Event of Default exists, Borrower 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 Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue 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 Borrower's Obligations are 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 full and unconditional satisfaction of all of Borrower's Obligations, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

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 Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, 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 Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at either

the Revolving Credit Base Rate or the rate prescribed in Section 2.8(c) of the Loan Agreement applicable to the Revolving Credit.

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

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender, may, if Borrower 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. Borrower 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 Borrower hereunder, in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower 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 Trademarks.

15. No course of dealing between Borrower 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 Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower 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 State of New Jersey, without regard to its otherwise applicable principles of conflicts of laws.

19. A portion of the Loan secured by the liens described herein was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with applicable federal law.


(b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Surety may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

(c) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

20. Borrower 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 or with respect to any claims arising out of any discussions, negotiations or communications involving or related to any proposed renewal, extension, amendment, modification, restructure, forbearance, workout, or enforcement of the transactions contemplated by the loan documents.


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

PRICE SYSTEMS, L.L.C.

By: 
Name: Anthony A. DeMarco
Title: Managing Member

Approved and Accepted:

COMMERCE BANK, N.A.

By: 
Name: Amy E. Cooper
Title: Assistant Vice President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Country</u>	<u>Registration Date</u>
PRICE®	1,668,381	U.S.A.	December 17, 1991
IDTC	75/303,457	U.S.A.	
FORESIGHT	75/276,703	U.S.A.	

SCHEDULE B TO TRADEMARK SECURITY AGREEMENT

Common Law Trademarks

1. ForeSight The Power of Control
2. IDTC
3. PRICE H
4. PRICE HL
5. PRICE M
6. PRICE S
7. PRICE Systems
8. PRICE - The sign of a good estimate

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY : SS
COUNTY OF CAMDEN :

On this 30th day of June, 1998, before me personally appeared ANTHONY S. DEMARCO to me known and being duly sworn, deposes and says that s/he is DIR MANAGING MEMBER of PRICE SYSTEMS, L.L.C., the limited liability company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such limited liability company; and s/he desires the same to be recorded as such.

Suzanne Frances Miller
Notary Public

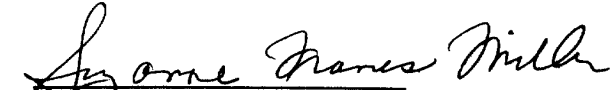
My Commission Expires:

SUZANNE FRANCES MILLER
A Notary Public of New Jersey
My Commission Expires 6/29/2000

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY : SS
COUNTY OF CAMDEN :

On this 30TH day of June, 1998, before me personally appeared AMY COOPER to me known and being duly sworn, deposes and says that s/he is THE AUP of COMMERCE BANK, N.A., the banking association described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her bylaw; that the within Agreement is the voluntary act of such limited liability company; and s/he desires the same to be recorded as such.


Notary Public

My Commission Expires:

SUZANNE FRANCES MILLER
A Notary Public of New Jersey
My Commission Expires 6/28/2000