

08-12-1998

Patents To the Ho
 Trademarks Please rec



marks:
thereof.

1. Name of Party(ies) conveying an interest: 100791078 Name of Party(ies) receiving an interest:

Supply Express, Inc.
8868 Clairemont Mesa Boulevard, Suite B
San Diego, California 92123

Name: FINOVA Capital Corporation
Internal Address: Attention: Loan Administration Manager
Street Address: 355 South Grand Avenue
City: Los Angeles
State: California Zip: 90071

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: California
 Other

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other
Citizenship

If not domiciled in the United States, a domestic representative designation is attached:

Yes
 No

3. Interest Conveyed:
 Assignment Association
 Security Agreement Limited Partnership
 Other
Execution Date: As of July 27, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: Yes
 No
75-205,942

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

Name: Federal Reserve Corp
Internal Address: Suite 101
Street Address: 400 Seventh St NW
City: Washington
State: DC Zip: 20002

6. Number of applications, patents, or registrations involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Date of execution of attached document As of July 27, 1998

10. 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 documents.

August 5, 1998
Date

Wesley E. Odom
Signature

Wesley E. Odom
Name of Person Signing

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 27, 1998, is executed by Supply Express, Inc., a California corporation ("Borrower"), in favor of FINOVA Capital Corporation ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") between Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA Capital Corporation
355 South Grand Ave.
Los Angeles, 90071
Telecopier No.: (213) 625-3729

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

SUPPLY EXPRESS, INC.

By: 
Name: Roger Wachtell
Title: Chairman & Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

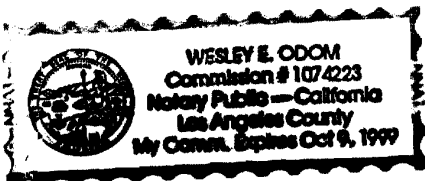
State of California

County of Los Angeles

On July 24, 1998 before me, Wesley E. Odom, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Roger Wachtell
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Wesley E. Odom
Signature of Notary Public

- OPTIONAL -

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
None.			

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Serial No.</u>
Supply Xpress	U.S.	11/19/96	75-205,942

DOCSLAI.265438.1

1-B-1

RECORDED: 08/07/1998

TRADEMARK
REEL: 1767 FRAME: 0211