

10-09-1998

FORM PTC-159
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

10/20 10/8/98

100847638

Tab settings =>=>=>

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>PREFERRED FINANCIAL DATA CORP. c/o Fax Focus, Inc. 590 Madison Avenue, 21st Floor New York, New York 10022</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: New York <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Access Capital, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>405 Park Avenue</u></p> <p>City: <u>New York</u> State: <u>New York</u> ZIP: <u>10022</u></p>
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<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 15, 1998</u></p>	<p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>New York</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A</p>	<p>B. Trademark registration No.(s) SEE ATTACHED SCHEDULE A</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Federal Research Corp.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>400 Seventh St NW</u> <u>Suite 101</u> <u>Washington DC</u> State: <u>DC</u> ZIP: <u>20004</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41): \$ <u>90⁰⁰</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

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

Richard Roel Richard Roel 10/5/98
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 7

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated ~~August 15~~^{September}, 1998, by and between
PREFERRED FINANCIAL DATA CORP. and ACCESS CAPITAL, INC.

<u>Reg. No. or</u> <u>Application No.</u>	<u>Reg. or</u> <u>Mark</u>
1,888,401	Mortgage Point
1,878,609	Auto Point
1,959,556	Hotel Point

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, PREFERRED FINANCIAL DATA CORP. (the "Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, the Company is obligated to Access Capital, Inc. ("Access Capital"), pursuant to (i) a certain Anti-Fraud and Performance Agreement, dated the date hereof, between Access Capital and the Company, and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by the Company in favor of Access Capital (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, the Company is granting to Access Capital a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

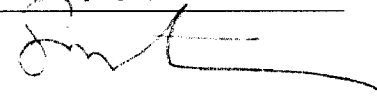
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign unto Access Capital and grant to Access Capital a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of Access Capital with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
~~August~~ 15, 1998
~~September~~

Witness:

PREFERRED FINANCIAL DATA CORP.

By: STEVEN P. WEINSTEIN
Name: _____
Its: EVP 

Witness:

ACCESS CAPITAL, INC.

By: _____
Name:
Its:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, PREFERRED FINANCIAL DATA CORP. (the "Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, the Company is obligated to Access Capital, Inc. ("Access Capital"), pursuant to (i) a certain Anti-Fraud and Performance Agreement, dated the date hereof, between Access Capital and the Company, and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by the Company in favor of Access Capital (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

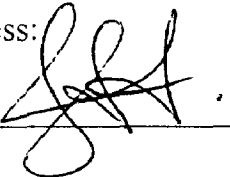
WHEREAS, pursuant to the Agreements, the Company is granting to Access Capital a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign unto Access Capital and grant to Access Capital a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

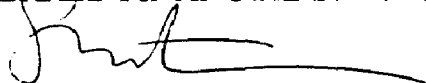
The Company expressly acknowledges and affirms that the rights and remedies of Access Capital with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

~~August~~ 15, 1998
September

Witness: 

PREFERRED FINANCIAL DATA CORP.

By: 
Name: STEVEN P. WEINSTEIN
Its: EVP

Witness:

ACCESS CAPITAL, INC.

By: _____
Name:
Its:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, PREFERRED FINANCIAL DATA CORP. (the "Company"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, the Company is obligated to Access Capital, Inc. ("Access Capital"), pursuant to (i) a certain Anti-Fraud and Performance Agreement, dated the date hereof, between Access Capital and the Company, and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by the Company in favor of Access Capital (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, the Company is granting to Access Capital a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby assign unto Access Capital and grant to Access Capital a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of Access Capital with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
~~August~~ 15, 1998
September

Witness:

PREFERRED FINANCIAL DATA CORP.


By: _____
Name:
Its:

Witness:
Catherine Lakin

ACCESS CAPITAL, INC.
By: Jose A. Cobles
Name: Jose A. Cobles
Its: VP/senior Account Manager

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 16 day of ~~August~~^{September}, 1998, before me personally came STEVEN WEINSTEIN, to me known, who, being by me duly sworn, did depose and say that he is the CEO of Preferred Financial Data Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public **MARTIN LIPSKY**
Notary Public, State of New York
No. 41-482968
Qualified in ~~Queens~~ Queens County
Commission Expires ~~May 31, 19~~ 2000

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of August, 1998, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Access Capital, Inc., the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of August, 1998, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Preferred Financial Data Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 18th day of ~~August~~ ^{sept}, 1998, before me personally came Jose Cobles, to me known, who, being by me duly sworn, did depose and say that he is the VP of Access Capital, Inc., the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Donna J. Reichert
Notary Public

DONNA J. REICHERT
Notary Public, State of New York
No. 462103
Qualified in Monroe County
Term Expires March 31, ~~1999~~
2000