

12-24-1998

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/9)



COVER SHEET ONLY

U.S. DEPARTMENT OF Patent and Trademark

100929228

Tab settings 12-23-98

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

1. Name of conveying party(ies): TASQ Technology, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (CA), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 16, 1998

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp., as Agent

Internal Address:

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State, 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

4. Application number(s) or trademark

A. Trademark Application No.(s) 75/467,398

B. Trademark Registration 2,100,610

Additional numbers attached? Yes No

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

Name: Federal Resort Corp

Internal Address:

Street Address: 400 Seventh St NW Suite 101 City: Washington State DC ZIP: 20004

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/24/1998 DNGUYEN 00000100 2100610

DO NOT USE THIS SPACE

01 FC:481 40.00 UP 02 FD:482 25.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Nancy A. Butler Name of Person

Signature

12/15/98 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

TRADEMARK REEL: 1831 FRAME: 0572

TRADEMARK SECURITY AGREEMENT

WHEREAS, TASQ Technology, Inc., a California corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of October 16, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 16, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in

Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 16th day of October, 1998.

TASQ TECHNOLOGY, INC., a
California corporation

By: David Mitchell
Its: CFO

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: [Signature]
Name: Timothy G. Lynn
Title: Director

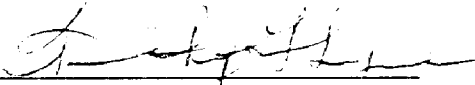
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 11th day of October, 1998.

TASQ TECHNOLOGY, INC., a
California corporation

By: _____
Its: _____

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

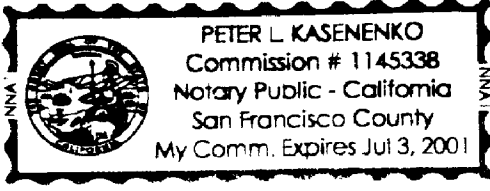
On this 15th day of October, 1998, before me, the undersigned officer, a Notary Public in and for said State, personally appeared David J. Mitchell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument 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.

Peter L. Kasenenko

Notary Public

My Commission expires: _____



[SEAL]

Schedule J

Intellectual Property

TASQ

<u>Mark</u>	<u>Class</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Registration/ Application Number</u>
TASQ Technology	Class 35 Federal Servicemark	Registered September 30, 1997	Janis J. Agopian dba TASQ Technology	74/588493 - 2, 100, 610 9/30/97
TASQ Technology	Class 101 California State Trademark	Pending	Janis J. Agopian	Unknown
TASQ-NET	Class 9 California State Trademark	Registered April 17, 1998	TASQ Technology, Inc.	103654
TASQ-NET	Federal Servicemark	Pending, Received 4/13/98	TASQ Technology, Inc.	75/467398