



Tab settings

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

1. Name of conveying party(ies):
QSAT Financial, LLC

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

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

3. Nature of conveyance:

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

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)
75/467,784 75/466,817 75/467,397

B. Trademark Registration

Additional numbers attached? Yes No

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

Name: Federal Reserve Corp.

Internal Address: _____

Street Address: 400 Seven th St NW
Suite 101

City: Washington State: DC ZIP: 20004

12/24/1998 BNGUYEN 00000099 75467784

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

8. Deposit account number: _____

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

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

DO NOT USE THIS SPACE

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 of the original document.

Nancy A. Butler
Name of Person

Nancy Butler
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: 0890

TRADEMARK SECURITY AGREEMENT

WHEREAS, QSAT Financial, LLC, a California limited liability company ("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, TASQ Technology, Inc. ("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, Grantor is a Subsidiary of Borrower and, as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to each Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, pursuant to the terms of a Subsidiary 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 Grantor 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 Security 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.

QSAT FINANCIAL, LLC, a California limited liability company

By: James A. Quinn
Its: _____

By: _____
Its: _____

Acknowledged:

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

By: _____
Name: _____
Title: Director

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.

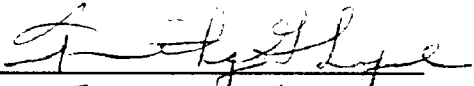
QSAT FINANCIAL, LLC, a California limited liability company

By: _____
Its: _____

By: _____
Its: _____

Acknowledged:

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

By: 
Name: Timothy G. Lynd
Title: Director

Schedule I

Intellectual Property

QSAT

<u>Mark</u>	<u>Class</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Registration/ Application Number</u>
QStore	Class 35 California State Servicemark	Registered April 17, 1998	TASQ Technology, Inc.	049526
Qsat Financial, L.L.C.	Federal Servicemark	Pending, Received 4/14/98	QSAT Financial, L.L.C.	75/467784
Qsat Financial, L.L.C.	Class 42 California State Servicemark	Pending, Submitted 4/10/98	QSAT Financial, L.L.C.	Unknown
QStore.com	Class 36 Federal Servicemark	Pending, Received 4/13/98	TASQ Technology, Inc.	75/466817
QStore	Class 36 Federal Servicemark	Pending, Received 4/13/98	TASQ Technology, Inc.	75/467397

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Schedule I

Intellectual Property

QSAT

<u>Mark</u>	<u>Class</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Registration/ Application Number</u>
QStore	Class 35 California State Servicemark	Registered April 17, 1998	TASQ Technology, Inc.	049526
Qsat Financial, L.L.C.	Federal Servicemark	Pending, Received 4/14/98	QSAT Financial, L.L.C.	75/467784
Qsat Financial, L.L.C.	Class 42 California State Servicemark	Pending, Submitted 4/10/98	QSAT Financial, L.L.C.	Unknown
QStore.com	Class 36 Federal Servicemark	Pending, Received 4/13/98	TASQ Technology, Inc.	75/466817
QStore	Class 36 Federal Servicemark	Pending, Received 4/13/98	TASQ Technology, Inc.	75/467397

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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.

QSAT FINANCIAL, LLC, a California limited liability company

By: Janis Agopich
Its: _____

By: _____
Its: _____

Acknowledged:

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

By: _____
Name: _____
Title: Director