

02-18-1999



100968421

MRS

2-16-99

TRADEMARKS RECORDATION

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

<p>1. Name of conveying party(ies):</p> <p>Tangent International Computer Consultants, Inc.</p> <p>Corporation-New York</p> <p>Additional names(s) of conveying party(ies) attached? NO</p>	<p>2. Name and Address of receiving party(ies):</p> <p>STERLING NATIONAL BANK 430 Park Avenue New York, NY 10022-3505</p> <p>National bank</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: NO</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? NO</p>
---	--

<p>3. Nature of conveyance:</p> <p>Security Agreement</p> <p>Execution Date: October 22, 1997</p>	<p>(Designation must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? NO</p>
---	---

<p>4. A. Trademark Application No.(s)</p> <p>INTERSPACE Ser. No. 75/194,596 SERVOLUTION Ser. No. 75/233,123</p> <p>Additional numbers attached? NO</p>	<p>B. Trademark Registration No.(s)</p>
--	---

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Peter S. Sloane OSTROLENK, FABER, GERB & SOFFEN, LLP 1180 Avenue of the Americas New York, New York 10036-8403</p>	<p>6. Total number of documents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$ 65.00 E</p> <p>Enclosed as part of Check No. 082263</p> <p>In the event the actual fee is greater than the payment submitted or is inadvertently not enclosed or if any additional fee due is not paid, the Patent and Trademark Office is authorized to charge the underpayment to Deposit Account No. 15-0700.</p>
--	--

2/17/1999 DECATES 00000109 75194596

1 FC:481
2 FC:482

40.00 DP
25.00 DP

DO NOT USE THIS SPACE

8. 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.

Peter S. Sloane
Name of Person Signing

Signature

February 11, 1999
Date

Total number of pages including cover sheet, attachments, and document: 4

AGREEMENT GRANTING SECURITY INTEREST

Trademarks

WHEREAS, Tangent International Computer Consultants, Inc., a New York corporation ("Debtor") has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office (collectively, the "Trademarks"), and

WHEREAS, Debtor is obligated to Sterling National Bank, a national banking association duly organized and existing under the laws of the United States of America having an office at 500 Seventh Avenue, New York, NY 10018, ("Secured Party") and has entered into a Security Agreement - Accounts Receivable and Supplement thereto (collectively, the "Agreement") in favor of Secured Party, and

WHEREAS, pursuant to the Agreement, Debtor has granted to Secured Party a security interest in, and lien upon, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Secured Party a security interest in, and mortgage on, the Collateral to secure the prompt payment and performance of the Obligations.

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

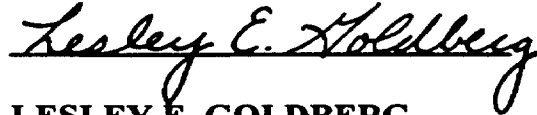
IN WITNESS WHEREOF, Debtor has caused this Agreement Granting Security Interest to be duly executed by its duly authorized officer as of the 22nd day of October 1997.

TANGENT INTERNATIONAL COMPUTER
CONSULTANTS, INC.

By: _____

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

On the 22nd day of October 1997 before me personally came Peter Watts, to me known, who being duly sworn, did depose and say that he is the CEO and President of Tangent International Computer Consultants, Inc., 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.



LESLEY E. GOLDBERG
NOTARY PUBLIC, State of New York
No. 4727711
Qualified in New York County
Commission Expires July 31, 1998

SCHEDULE A
to
Agreement Granting Security Interest
(Tangent International Computer Consultants, Inc.)

Trademarks and Service Marks

Mark:	SERVOLUTION	INTERSPACE
Serial Number:	233,123	194,596
Filed:	January 29, 1997	November 7, 1996
Services:	Computer Software for building Internet and Intranet Applications.	Computer Software
International Class:	9	9