

04-16-1999

FORM PTO-1618A
Expires 06/30/99
OML 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101012821

1999 APR 12 AM 10:27

4/12/99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
1 15 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
1 15 99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

04/15/1999 JSHBAZZ 00000075 75612572

FOR OFFICE USE ONLY

01 FC-481
02 FC-482

40.00 OP
175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 1883 FRAME: 0730

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages **Enter the total number of pages of the attached conveyance document including any attachments.** #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75612572"/>	<input type="text" value="75612569"/>	<input type="text"/>
<input type="text" value="75612571"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75612570"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1991149"/>	<input type="text" value="1796131"/>	<input type="text"/>
<input type="text" value="1781937"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1754635"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Laura L. Warren

April 6, 1999

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF SERVICE MARKS

WHEREAS, THE BALLANTINE GROUP, INC., with its chief executive office at Munsonhurst Road Complex, Franklin, New Jersey 07416 ("Assignor"), has acquired, adopted and used, and is using, the service marks listed on Schedule 1 attached hereto and made a part hereof; and

WHEREAS, Assignor, Universal Solutions International, Inc., a North Carolina corporation, Supermarket Information Systems, Inc., a North Carolina corporation, Universal RX Solutions, Inc., a North Carolina Corporation, Pharmacy Solutions, Inc., a Georgia Corporation, Ballantine Solutions, Inc., a New Jersey corporation, Innovative Systems, Inc., a Florida corporation, and THE PROVIDENT BANK, an Ohio banking corporation, having its principal office at One East Fourth Street, Cincinnati, Ohio 45202 ("Assignee"), as agent for various Lenders listed on Schedule 1 attached thereto (the "Credit Agreement"), have entered into that certain Amended and Restated Credit Agreement dated as of January 15, 1999, by which Assignee has acquired security interests in said service marks and the applications or registrations, if any, thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, transfer, assign and convey a security interest to Assignee in all rights, titles and interests in and to said service marks, together with the goodwill of the business symbolized by the service marks, and in the registrations or applications for registration thereof.

Assignor further covenants and warrants to Assignee:

- (a) that Assignor is the sole and exclusive owner of the service marks and all rights comprised in the service marks and has the full authority to make this assignment;
- (b) that the service marks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances;
- (c) to the best of Assignor's knowledge, that the validity of the service marks has never been questioned;
- (d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder; and

SCHEDULE 1

SERVICE MARKS

1. New Product Alert
2. Guaranteed Response Rate
3. One Box Return
4. One Way Recall
5. One Box
6. One Way Recall System
7. One Box *ref.4*
8. One Box Rx Return