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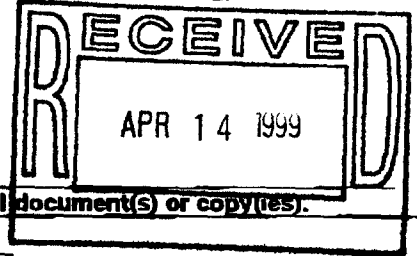
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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



MRD  
4-14-99

### 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  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name PARADIGM COMMUNICATIONS, INC.

02 / 26 / 99

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization FLORIDA

#### Receiving Party

Mark if additional names of receiving parties attached

Name FINOVA CAPITAL CORPORATION

DBA/AK/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 111 West 40th Street

Address (line 2) \_\_\_\_\_

Address (line 3) New York,

City

New York

State/Country

10018

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation  Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization DELAWARE

#### FOR OFFICE USE ONLY

04/21/1999 DNGUYEN 00000115 2170996

1 FC:481 40.00 00  
2 FC:482 125.00 00

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

TRADEMARK  
REEL: 1886 FRAME: 0669

65-71-7

FORM PTO-1618B  
Expires 06/30/99  
OMB 0651-0027

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

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2170996"/>	<input type="text" value="2208064"/>	<input type="text" value="2149650"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2064235"/>	<input type="text" value="2154515"/>	<input type="text" value="2157875"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

MARK PICILLO, VICE PRESIDENT

Name of Person Signing

  
Signature

4/8/99  
Date Signed

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS AGREEMENT is made on the 26th day of February, 1999 between PARADIGM COMMUNICATIONS, INC., a Florida corporation having an address at 5301 West Cypress Street, Tampa, Florida 33607 ("Assignor") and FINOVA Capital Corporation, a Delaware corporation with an address at 111 West 40th Street, New York, New York 10018 ("FINOVA").

WHEREAS, Assignor and FINOVA have or shall enter into a certain financing arrangement (the "Financing") which shall be evidenced in part by a certain Loan and Security Agreement dated the date hereof by and between Assignor, Paradigm Ovation, Inc., Paradigm National Yellow Pages Group, Inc., Compass Distribution Services, Inc., BBO, Inc. and FINOVA (the "Security Agreement"). In order to induce FINOVA to enter into the Financing, Assignor has agreed to assign to FINOVA as collateral security certain trademark rights. This Trademark Collateral Assignment is being executed contemporaneous with the Security Agreement under which FINOVA is granted a lien on and security interest in, among other things, accounts receivable, inventory, machinery, equipment formulations, manufacturing procedures, quality control procedures, product specifications, deposits, contract rights and general intangibles ("Other Assets") relating to products sold under the Trademarks, whereby FINOVA shall have the right to foreclose on the Trademarks and the Other Assets in the event FINOVA alleges the occurrence of an Event of Default under the Security Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, the Financing, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Assignor hereby agrees with FINOVA as follows:

1. To secure the complete and timely satisfaction of all of the Obligations (as such term is defined in the Security Agreement), Assignor hereby grants, assigns and conveys to FINOVA as collateral security the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A annexed hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor represents, covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to FINOVA and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts required by FINOVA to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without FINOVA's prior written consent which consent FINOVA may withhold in its sole and absolute discretion.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give FINOVA prompt written notice thereof.

6. Assignor authorizes FINOVA to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until FINOVA shall allege the occurrence of an Event of Default (as defined in the Security Agreement), FINOVA hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of FINOVA which consent FINOVA may withhold in its sole and absolute discretion.

8. If any Event of Default shall have been alleged by FINOVA, Assignor's license under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and FINOVA shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, FINOVA may immediately, without demand of performance and without other notice

(except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Arizona, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Notice (as defined in the Security Agreement) or FINOVA may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations this Agreement shall terminate and FINOVA shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by FINOVA pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the attorney's fees and legal expenses incurred by FINOVA in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by FINOVA and until so paid shall become part of the Obligations.

11. Assignor shall have the duty, through counsel acceptable to FINOVA, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of FINOVA, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of FINOVA, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event FINOVA may, if necessary, be joined as a nominal party to such suit if FINOVA shall have been satisfied that it is not thereby incurring any right of liability because of such joinder. Assignor shall promptly, upon

demand, reimburse and indemnify FINOVA for all damages, costs and expenses, including attorney's fees, incurred by FINOVA in the fulfillment of the provisions of this paragraph 12.

13. In the event FINOVA alleges the occurrence of an Event of Default under the Security Agreement, Assignor hereby authorizes and empowers FINOVA to make, constitute and appoint any officer or agent of FINOVA as FINOVA may select, in its exclusive direction, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for FINOVA to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for FINOVA to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, FINOVA may do so in Assignor's name or in FINOVA's name, but at Assignor's expense, and Assignor hereby agrees to reimburse FINOVA in full for all expenses, including attorney's fees, incurred by FINOVA in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and FINOVA, nor any failure to exercise, nor any delay in exercising, on the part of FINOVA, any right power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of FINOVA's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

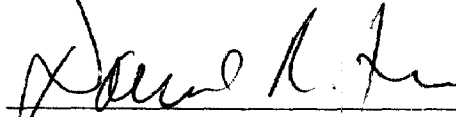
19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the execution hereof as of the day and year first above written.

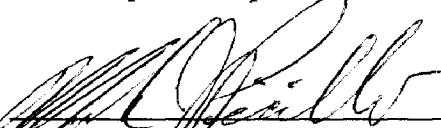
ATTEST:

PARADIGM COMMUNICATIONS, INC.

  
Daniel R. Furlong, Secretary

By:   
Vincent J. Fabrizzi, President

FINOVA Capital Corporation

By:   
Mark Picillo, Vice President

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

On this 26th day of February, in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Vincent J. Fabrizzi, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

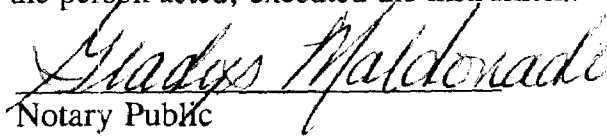
**GLADYS MALDONADO**  
Notary Public, State of New York  
No. 01MA5074495 Queens County  
Term Expires March 17 19 99





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

On this 26th day of February, in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Vincent J. Fabrizio, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

  
Notary Public

**GLADYS MALDONADO**  
**Notary Public, State of New York**  
**No. 01MA5074495 Queens County**  
**Term Expires March 17 1999**

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**Ruskin, Moscou, Evans & Faltischek, P.C.**

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Of Counsel:  
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William A. Ubert

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Massachusetts  
New Jersey  
Pennsylvania  
Washington, DC

Writer's Direct Dial: (516) 663-6585  
Writer's Direct Fax: (516) 663-6678

April 13, 1999

**VIA FEDERAL EXPRESS**

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3<sup>rd</sup> Floor  
Arlington, Virginia 22202

SEARCHED  
SERIALIZED  
INDEXED  
MAY 11 1999

Re: Conveying Party: Paradigm Communications, Inc.  
Receiving Party: FINOVA Capital Corporation

Dear Sir/Madam:

Enclosed herewith for recording please find an original Recordation Form Cover Sheet for Trademarks together with the Trademark Collateral Assignment and Security Agreement for the above-referenced parties. A check made payable to the order of The Commissioner of Patents and Trademarks in the amount of \$165.00, the appropriate filing fee, is enclosed. Kindly acknowledge receipt and filing of foregoing on the self-addressed, stamped postcard provided and return same.

Thank you for your assistance in this matter.

Very truly yours,

*Barbara Cannova*  
BARBARA CANNOVA  
Paralegal

Enclosures

cc: Mark Picillo  
\\ODMA\PC\DOC\SRMEF\_DOC\696061

Schedule A to Trademark Collateral Assignment dated February 26, 1999 between PARADIGM COMMUNICATIONS, INC. and FINOVA Capital Corporation.

<u>Trade/Service Name</u>	<u>Application or Mark No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>
Paradigm Ovation	Registration No. 2170996	USA	7/7/98	7/7/08
Paradigm Ovation	Registration No. 2208064	USA	12/8/98	12/8/08
Teamworks	Registration No. 2149650	USA	4/7/98	4/7/08
Great Tampa Getaways	Registration No. 2064235	USA	5/20/97	5/20/07
Stratis	Registration No. 2154515	USA	6/9/98	6/9/08
Great Cincinnati Getaways	Registration No. 2157875	USA	5/12/98	5/12/08