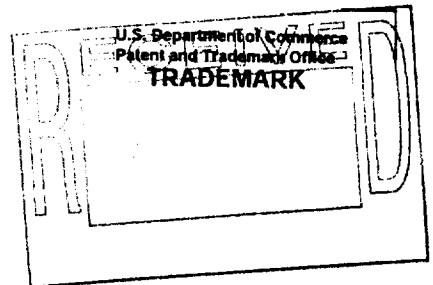


05-26-1999



101046534



5.21.99

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  
5 10 99

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
5 10 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 ☒ Corporation ☐ Association

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.)

05/25/1999 NY 00000166 2112233

01 FD:481 40.00 OP

02 FD:482X Citizenship State of Incorporation/Organization

FOR OFFICE USE ONLY

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2112233"/>	<input type="text" value="2110728"/>	<input type="text"/>
<input type="text" value="2110727"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2112234"/>	<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

Name of Person Signing



Signature

May 18, 1999

Date Signed

## **SCHEDULE 1**

### **SERVICE MARKS**

Choice	Reg. No. 2,112,233	Reg. date November 11, 1997
Trace	Reg. No. 2,110,727	Reg. date November 4, 1997
Fair	Reg. No. 2,112,234	Reg. date November 11, 1997
Retrieve	Reg. No. 2,110,728	Reg. date November 4, 1997

## ASSIGNMENT OF SERVICE MARKS

WHEREAS, SUPERMARKET INFORMATION SYSTEMS, INC., with its chief executive office at 4045 University Parkway, Winston-Salem, North Carolina 27106 ("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, The Ballantine Group, 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.

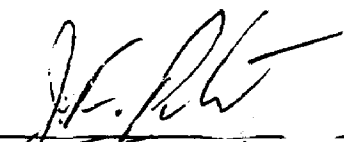
Assignor further covenants and warrants to Assignee:

- (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
- (e) that the service marks and all rights comprised in the service marks shall not be licensed or assigned in any manner without the prior written consent of Assignee.

THIS ASSIGNMENT OF SERVICE MARKS SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Service Marks as of this 10 day of ~~April~~<sup>May</sup>, 1999.

SUPERMARKET INFORMATION SYSTEMS,  
INC.

By:   
Name: J. F. Piedmont  
Title: CEO

STATE OF NORTH CAROLINA )  
 ) SS:  
COUNTY OF Forsyth )

On this 10 day of ~~April~~<sup>May</sup>, 1999, before me personally appeared J. F. Piedmont, the CEO of SUPERMARKET INFORMATION SYSTEMS, INC., the corporation which signed this instrument and acknowledged that he/she signed it as a free act on behalf of the corporation.

  
Notary Public