

64-99

Tab settings



To the Honorable Commissioner of Patents

and original documents or copy thereof.

101059525

1. Name of conveying party(ies):  
POMERANTZ PAYROLL SYSTEMS, INC.  
1375 Plainfield Avenue  
Watchung, NJ 07060

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

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

2. Name and address of receiving party(ies)  
FIRST UNION NATIONAL BANK (successor)  
Name: in interest to CoreStates Bank,  
N.A.)

Internal Address:  
Street Address: 370 Scotch Road  
City: West Trenton State: NJ ZIP: 08628

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other: National Bank

If assignee is not domiciled in the United States, a domestic representative designee is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: First Amendment to Collateral  
Assignment of Trademark  
Execution Date: 1/22/99

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,671,311

Additional numbers attached?  Yes  No

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

Name: Peter R. Herman, Esq.

Internal Address: Wilentz, Goldman & Spitzer, P.A.

Street Address: 90 Woodbridge Center Drive

City: Woodbridge State: NJ ZIP: 07095

6. Total number of applications and registrations involved: Amendment..... 1

7. Total fee (37 CFR 3.41)..... \$ 40.00 / 25.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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40.00 DP

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 copy of the original document.

PETER R. HERMAN, ESQ.  
Name of Person Signing

*Peter R. Herman*  
Signature

6/8/99  
Date

Total number of pages including cover sheet, attachments, and document: 6

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

**FIRST AMENDMENT OF COLLATERAL ASSIGNMENT OF TRADEMARK**

**THIS FIRST AMENDMENT OF COLLATERAL ASSIGNMENT OF TRADEMARK** dated January 21, 1999, between POMERANTZ PAYROLL SYSTEMS, INC. (hereinafter the "Undersigned") and FIRST UNION NATIONAL BANK ("FUNB") (successor-in-interest to CoreStates Bank, N.A.) (hereinafter the "Agent").

**R E C I T A L S:**

**WHEREAS**, the Undersigned has executed a certain Collateral Assignment of Trademark dated March 31, 1998, (hereinafter the "Collateral Assignment of Trademark") in favor of the Agent, in order to induce the Lenders (as hereinafter defined) to make certain loans (collectively referred to as the "Loans") to POMERANTZ PERSONNEL OF NEW JERSEY, INC., POMERANTZ LEASING SERVICES, INC., POMERANTZ PAYROLL SYSTEMS, INC., R.T.R. ADVERTISING, INC., POMERANTZ STAFFING SERVICES, INC., POMERANTZ HEALTH CARE STAFFING SERVICES, INC., POMERANTZ OUTSOURCING SERVICES, INC., G.P. ADMINISTRATIVE SERVICES, INC. AND POMERANTZ REALTY COMPANY (hereinafter, collectively, the "Borrowers"), which Loans are made pursuant to that certain Loan and Security Agreement dated March 31, 1998 (the "Loan Agreement"), by and among the Agent, the Borrowers and various financial institution named therein or which hereafter become a party thereto (the "Lenders"); and

**WHEREAS**, in connection with the execution and delivery of a certain First Amendment to Loan and Security Agreement of even date herewith by and among the Agent, the Lenders, the Borrowers and Pomerantz Staffing, Inc., the Undersigned has agreed, by executing this First Amendment of Collateral Assignment of Trademark, to amend the terms of the Collateral Assignment of Trademark in order to acknowledge Pomerantz Staffing, Inc. as another party to the Loan and Security Agreement and amend the term "Loan Agreement" such that said term shall include any amendments and/or restatements thereto.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and desiring to be legally bound hereby, the Undersigned and Agent agree as follows:

1.1 Continuing Validity, Force and Effect. The Undersigned confirms and agrees that, except as previously amended and as modified or changed by virtue of this First Amendment of Collateral Assignment of Trademark, the Collateral Assignment of Trademark is and shall remain in full force and effect and the Undersigned and the Agent each is and shall be entitled to all rights and interests and subject to all liabilities and obligations

created thereunder and hereunder. Capitalized terms defined in the Loan Agreement shall have the same meaning herein unless a different meaning is required by the context hereof.

1.2 Amendment to Definition of "Loan Agreement". The parties hereto agree that Pomerantz Staffing, Inc. is to become a Borrower to the Loan Agreement. All references to the term "Loan Agreement" in the Collateral Assignment of Trademark shall mean, that certain Loan and Security Agreement dated March 31, 1998 by and among Pomerantz Personnel of New Jersey, Inc., Pomerantz Leasing Services, Inc., Pomerantz Payroll Systems, Inc., R.T.R. Advertising, Inc., Pomerantz Staffing Services, Inc., Pomerantz Health Care Staffing Services, Inc., Pomerantz Outsourcing Services, Inc., G.P. Administrative Services, Inc., Pomerantz Staffing, Inc., Pomerantz Realty Company, First Union National Bank, as Agent, and various financial institutions named therein or which hereinafter become a party thereto, all as may be amended and/or restated from time to time.

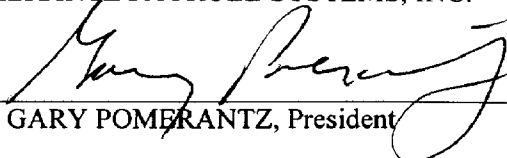
1.3 Comprehensive Reference. From and after the execution hereof, all references to the "Collateral Assignment of Trademark," whether or not defined as such, in the Collateral Assignment of Trademark or in any of the "Loan Documents", shall be deemed to be references to the Collateral Assignment of Trademark as amended hereby. Further, all references to any Loan Documents, as defined in the Loan and Security Agreement, in the Collateral Assignment of Trademark, shall be deemed to mean said Loan Documents and any such modifications or amendments thereto.

1.4 Subordination Reaffirmed. The Undersigned expressly acknowledges, confirms and agrees that the Collateral Assignment of Trademark, as amended hereby, continues in full force and effect, notwithstanding the amendments to the Loan and Security Agreement and to the Loan Documents.

**IN WITNESS WHEREOF**, the Undersigned and the Agent have executed this First Amendment of Collateral Assignment of Trademark on the date and year first above written.


POMERANTZ PAYROLL SYSTEMS, INC.

By: \_\_\_\_\_

  
GARY POMERANTZ, President

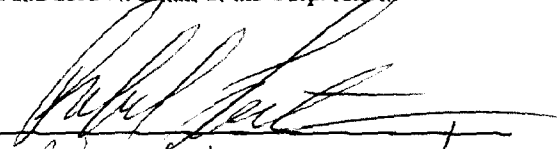
FIRST UNION NATIONAL BANK  
(successor-in-interest to CoreStates Bank, N.A.)

BY: \_\_\_\_\_

  
JOHN ROONEY, Senior Vice President

STATE OF NEW JERSEY            )  
  )SS.:  
COUNTY OF MIDDLESEX        )

**BE IT REMEMBERED**, that on this 22 day of January, 1999, before me, the subscriber, personally appeared GARY POMERANTZ, the President of POMERANTZ PAYROLL SYSTEMS, INC., a New Jersey corporation, the party mentioned in the within instrument, who, I am satisfied, is the person who signed the within Instrument on behalf of the Corporation, and I having first made known to him the contents thereof, he acknowledged that he signed and delivered same as his act and deed on behalf of the Corporation.

  
Robert Lewenstein  
Attorney At Law  
State of New Jersey

*Pennsylvania*

STATE OF ~~NEW JERSEY~~

)

)SS.:

COUNTY OF ~~MIDDLESEX~~

)

*Philadelphia*

**BE IT REMEMBERED**, that on this 22 day of January, 1999, before me, the subscriber,

personally appeared John Rooney, a Senior Vice President of FIRST UNION NATIONAL BANK (the "Agent"),

the party mentioned in the within instrument, who, I am satisfied, is the person who signed the within Instrument on

behalf of the Agent, and I having first made known to him the contents thereof, he acknowledged that he signed and

delivered same as his act and deed on behalf of the Agent, made by virtue and authority and resolution of its Board

of Directors.

*Kim D. Montgomery*

Notarial Seal  
Kim D. Montgomery, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Dec. 23, 2002

Member, Pennsylvania Association of Notaries