

07-27-1999



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7-2349

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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name TLSP Trademarks, Inc.

06301999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Banque Nationale de Paris

DBA/AKA/TA _____

Composed of _____

Address (line 1) 499 Park Avenue

Address (line 2) _____

Address (line 3)

New York

City

New York

State/Country

10022

Zip Code

- Individual General Partnership Limited Partnership
- 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 France

FOR OFFICE USE ONLY

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01 FC:481 40.00 OP
02 FC:482 125.00 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

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)

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.

David M. Klein

7/21/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name IntelliSell Corporation

06301999

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization Nebraska

Receiving Party

Enter Additional 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)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 30, 1999, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BANQUE NATIONALE DE PARIS ("*BNP*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TeleSpectrum Worldwide, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of June 30, 1999 (as may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with BNP, as Collateral Agent, and the Lender Parties party thereto. Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement each Grantor shall have executed that certain Security Agreement by and among the Grantors and the Collateral Agent dated as of June 30, 1999 (as may be amended, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental entities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on Exhibit A hereto including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit B hereto (the "*Trademarks*");

(iii) The copyrights, associated United States and foreign copyright applications and registrations, and copyright licenses set forth on Exhibit C hereto (the "*Copyrights*");

(iv) any and all causes of action for past, present and future infringement or breach of the Patents, Trademarks and Copyrights, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TELESPECTRUM WORLDWIDE INC.

By Paul J. Grinberg

Name: Paul J. Grinberg
Title: Chief Financial Officer
Address: 443 South Gulph Road
King of Prussia, PA 19406
Attention: President
Telecopier No.:

TLSP TRADEMARKS, INC.

By Paul J. Grinberg

Name: Paul J. Grinberg
Title: Chief Financial Officer
Address: 443 South Gulph Road
King of Prussia, PA 19406
Attention: President
Telecopier No.:

TELESPECTRUM GOVERNMENT SERVICES, INC.

By Paul J. Grinberg

Name: Paul J. Grinberg
Title: Chief Financial Officer
Address: 443 South Gulph Road
King of Prussia, PA 19406
Attention: President
Telecopier No.:

PROMARK ONE MARKETING
SERVICES, INC.

By Paul J. Grinberg

Name: Paul J. Grinberg

Title: Chief Financial Officer

Address: 14040 North Cave
Creek Road No. 206
Phoenix, Arizona 85022

Attention: President

Telecopier No.: (602) 493-8506

IDRC NEW YORK INC.

By Paul J. Grinberg

Name: Paul J. Grinberg

Title: Chief Financial Officer

Address: 160 Lakefront Boulevard
Buffalo, New York 14202

Attention:

Telecopier No.:

INTELLISELL CORPORATION

By Paul J. Grinberg

Name: Paul J. Grinberg

Title: Chief Financial Officer

Address: 244 South 108th Avenue
Omaha, Nebraska 68154

Attention: President

Telecopier No.: (402) 697-9888

Schedule VI - Patents, Trademarks and Tradenames, Copyrights and Licenses

I. TRADEMARKS

A. TeleSpectrum Worldwide Inc.

1. None.

B. TLSP Investments, Inc.

1. None

C. TLSP Trademarks, Inc.

1. Registered Marks

Mark: TELESPECTRUM ; Registration Number: 2,148,271; Registration Date: March 31, 1998

Mark: TELESPECTRUM: Registration Number: 2,063,384; Registration Date: May 20, 1997

1. Pending Applications

Mark: THE ONE-SOURCE; Serial Number: 75/320,114; Application Date: July 7, 1997

Mark: TRADEMARK IMAGE; Serial Number 75/312,418; Application Date: June 20, 1997

D. IntelliSell Corporation

1. Registered Marks

Mark: "IntelliSell" and "IntelliClass", registration number 1,764,834 and 1,791,966, were registered on April 13, 1993 and September 7, 1993, respectively.

II. TRADE NAMES

A. TeleSpectrum Worlwide. Inc

1. Harris Direct Marketing, Inc.
2. Harris Direct Mail
3. Harris Fulfillment, Inc.
4. NBG Services, Inc.
5. RG Associates
6. The Reich Group, Inc.
7. DialDirect, Inc.
8. InsureDirect Agency, Inc.
9. TRG/Communications, Inc.
10. DialDirect Telemarketing, Inc.
11. Dial Direct Marketing
12. InsureDirect, Inc.
13. P.R. Response, Inc.
14. The Response Center, Inc.
15. The Response Center
16. The Tab House
17. The WATS House
18. SOMAR, Inc.
19. SOMAR Sampling
20. SOMAR Telemarketing
21. Tarp Information Systems, Inc.
22. Technical Assistance Research Programs, Inc.
23. TeleSpectrum FX
24. TeleSpectrum, Inc.
25. TeleSpectrum Training Services, Inc.
26. TeleSpectrum Worldwide
27. TeleSpectrum Worldwide Inc.
28. TeleSpectrum Worldwide (Canada) Inc.